

PREAMBLE

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.

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ARTICLE 1
UNION RECOGNITION

1.1 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.

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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.

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.

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ARTICLE 3
WORKPLACE BEHAVIOR

3.1 The Employer and the Union agree that all employees should work in an environment that fosters mutual respect and professionalism. The parties agree that inappropriate behavior in the workplace does not promote a 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. An employee or the employee's representative should identify complaints as inappropriate workplace behavior. The Employer will investigate the reported behavior and take appropriate action as necessary per District policy. The employee and/or Union representative will be notified upon conclusion of the investigation. The Employer will provide the employee and the Union representative with a copy of the investigation report.

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

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

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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.

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

4.3 Union Stewards

A. Steward List

31 The Union will provide the District with a written list of current Union stewards.
32 The District will not recognize an employee as a Union steward if the employee's
33 name does not appear on the list.
34

35 B. Release Time

36 Union stewards will be granted a reasonable amount of time during their core
37 hours of work to investigate and process grievances in accordance with Article
38 XX, Grievance Procedure. In addition, Union stewards will be released during
39 their core hours of work to prepare for and attend meetings within the bargaining
40 unit and District for the following representational activities:
41

- 42 1. Investigatory interviews and pre-disciplinary meetings in accordance with
43 Article XX, Corrective Action, Discipline and Discharge;
44
- 45 2. Union-Management Committee meetings and Union-Management
46 Committee pre-meetings in accordance with Article XX, Union-
47 Management Committee;
48
- 49 3. Informal grievance resolution meetings, grievance meetings, alternative
50 dispute resolution meetings, or arbitration hearings in accordance with
51 Article XX, Grievance Procedure; and
52
- 53 4. New employee orientation, in accordance with Article XX, Training and
54 Employee Development.
55

56 C. Steward Mentoring

57 A second shop steward may observe representational activities specified in
58 Section 4.3.B.1 and Section 4.3.B.3 above for the purpose of mentoring and
59 training. The WFSE will provide written notice of the Union steward's name to
60 Human Resource Services prior to the training.
61

62
63 D. Notification

64 The Union steward will notify the supervisor before attending any meeting or
65 hearing during the steward's core hours of work. All notifications must include
66 the approximate amount of time the steward expects the activity to take. District
67 business requiring the Union steward's immediate attention will be completed
68 prior to the steward attending the meeting or hearing. Union stewards will suffer
69 no loss in pay for attending meetings and hearings that are scheduled during the
70 Union steward's core hours of work. Attendance at meetings or hearings during
71 the Union steward's non-work hours will not be considered as time worked.

72
73 If the amount of time a Union steward spends performing representational
74 activities is unreasonably affecting the steward's ability to accomplish assigned
75 duties, the District will notify and discuss the concerns with the steward, the Chief
76 Steward and the Council Representative.

77
78 **4.4 Employees**

79 A. Release Time

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

- 84
85 1. Informal grievance resolution meetings, grievance meetings, alternative
86 dispute resolution meetings, or arbitration hearings in accordance with
87 Article XX, Grievance Procedure, and held during the employee's core
88 hours of work;

89
90 **A. Subpoenaed Witnesses in an Arbitration and Unfair Labor**
91 **Practices**

92 When an employee is subpoenaed as a witness on behalf of the
93 Union in arbitration and unfair labor practice cases, the employee
94 will not be required to use paid leave time for an appearance
95 occurring during the employee's core work hours.
96

97 B. Investigatory interviews and/or pre-disciplinary meetings in accordance
98 with Article XX, Corrective Action, Discipline and Discharge; and
99

100 C. Negotiations in accordance with Article XX, Mandatory Subjects.
101

102 B. Notification

103 The employee will notify their supervisor before attending any meeting or hearing
104 during the employee's core hours of work. All notifications must include the
105 approximate amount of time the employee expects the activity to take. District
106 business requiring the employee's immediate attention must be completed prior to
107 the employee attending the meeting or hearing. Employees will suffer no loss in
108 pay for attending meetings and hearings that are scheduled during the employee's
109 core hours of work. Attendance at meetings or hearings during the employee's
110 non-work hours will not be considered as time worked.
111

112 If the amount of time an employee spends preparing for or attending meetings or
113 hearings is unreasonably affecting the employee's ability to accomplish assigned
114 duties, the District will notify and discuss the concerns with the employee, the
115 Chief Steward and the Council Representative.
116

117 **4.5 Use of District Facilities, Resources, and Equipment**

118 A. Meeting Space and Facilities

119 The District's facilities may be used by the Union to hold meetings in accordance
120 with District policy, availability of the space, and with prior notice to the District.
121

122 B. Supplies and Equipment

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

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

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

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

4.6 Bulletin Boards

The District will provide a designated bulletin board and space for the bulletin boards for Union communication. Material posted on a bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with state ethics laws, and clearly identified as Union literature. Union information shall not be posted or otherwise disseminated at any other location in the worksite ~~except as provided for in Subsection 4.7, below.~~

4.7 Time Off for Union Activities

A. Union-designated employees may request to be allowed time off without pay to attend Union-sponsored meetings, training sessions, conferences, and conventions, and such requests will be granted, provided the absence of the employee(s) does not unreasonably interfere with the operating needs of the

District. If the requested absence is approved, employees may use leave, such as personal holiday or accrued vacation leave, or leave without pay.

- B. The Union will give the District a written list of the names of the employees it is requesting to attend the above-listed activities, at least fourteen (14) calendar days prior to the activity.

4.9 Temporary Employment with the Union

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

4.11 WFSE Council President and Vice-President (if employed by the District)

A. Leave of Absence

Upon request of the Union, the District will grant leave with pay for the WFSE Council President and Vice-President for their term of office. The Union will give the District at least thirty (~~360~~) calendar days prior notice, unless otherwise agreed to in writing. The Union will reimburse the District for the "fully burdened costs of the positions" the District incurs as a result of placing the Council President and Vice-President on leave with pay during the period of absence. The Union will reimburse the District by the 20th of each month for the previous month.

B. Leave Balances

The President and Vice-President will accrue vacation and sick leave during the period of absence; however, when the President and Vice-President return to

District service their leave balances will not exceed their leave balances on the date the period of absence commenced. If the President or Vice-President retire or separate from District service at the end of the period of absence, their leave balances will not exceed their leave balances on the date the period of absence commenced. Reporting of leave will be submitted to the District. All leave requests will be submitted within the required time limits.

C. Indemnification

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

D. Return Rights

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

4.12 Master Agreement Negotiations-Release Time

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

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

216 A. Subject Matter Experts

217 Either party may invite subject matter experts to present information during
218 formal negotiation sessions when pertinent topics are under negotiations for a
219 time period agreed to by the parties. The Union will provide the Employer
220 with the names of the employee subject matter experts seven (7) calendar days
221 prior to the identified negotiation session(s), unless mutually agreed
222 otherwise. The Employer will release the Union-selected subject matter
223 experts to attend formal negotiations if their absence(s) does not cause a
224 disruption of work or impact operations. The Employer may approve
225 compensatory time, vacation time, personal holiday, personal leave, or leave
226 without pay for the subject matter expert to attend negotiation sessions, or at
227 the discretion of the supervisor an employee may adjust their work schedule to
228 present as a subject matter expert in negotiations. Attendance at the formal
229 negotiations session(s) during the employee subject matter expert's non-work
230 time will not be compensated for nor considered time worked.

231
232 B. Confidentiality/Media Communication

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

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ARTICLE 5

HIRING AND APPOINTMENTS

5.1 Filling Positions

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

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 is not eligible for employment benefits. If employment continues for 12 consecutive months with compensated hours exceeding 70 hours ~~per every~~ month, the temporary employee automatically becomes a Regular Employee.

32 D. Exempt Employee: An employee who is paid a fixed salary, rather than an hourly
33 wage, and whose duties meet the criteria for exclusion from the state and federal
34 overtime wage requirements.

35
36 E. Non-Exempt Employee: An employee who, because of their duties or hourly status,
37 is entitled to overtime and comp time compensation.

38
39 ~~F. Flow-Through Employee: An employee of the District that is paid from a grant~~
40 ~~from another entity. These employees are not regular district employees for~~
41 ~~purposes of COLA and other pay increases or benefits. The support of flow-~~
42 ~~through employees is discouraged and the use of service contracts to facilitate the~~
43 ~~grant from another entity is encouraged.~~

44 45 **5.3 Recruitment of candidates**

46 The hiring process begins when a need for an employee is identified, whether by a vacancy or
47 as a result of a program enhancement.

48
49 A. The job description is reviewed or established, and the position announcement is
50 developed. Advertising may be conducted using various means to solicit candidate
51 applications. The District will ensure diversity, equity and inclusion is included in their
52 hiring process.

53
54 B. A District Application form shall be obtained from all interested parties. Interviews may
55 be conducted in a manner set forth by the Executive Director of the District.

56
57 C. A copy of the offer letter together with the completed application will be filed in the
58 Accounting department as the beginning of the new employee's personnel file. Accounting
59 will prepare a payroll action form for appropriate approvals.

60 61 **5.4 Opportunities for Bargaining Unit Applicants (except flow-through)**

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, ~~the District will give priority consideration when evaluating applicants to qualified bargaining unit employees who have applied for the position.~~ If ~~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, who is not temporary, ~~or flow through,~~ 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

- A. Prior to the start of a temporary appointment the temporary employee will be notified in writing of the conditions of their appointment including:

1. The Employee's date of hire

2. The anticipated duration of their appointment

B. If a temporary employee's appointment ends earlier, or is not renewed, the District will notify the employee as soon as practicable, but not less than ten (10) working days before their appointment ends. If an employee does not receive notice in a timely manner they shall receive eight (8) hours at the overtime rate for every day the notice is delayed.

C. Temporary Employees who become Regular employees in accordance with 5.2C will not have to complete another probationary period.

D. Permanent Employees who accept a temporary appointment within the district will have the right to return to their permanent position, or one similar once the temporary appointment ends.

5.9 New Employee Orientation

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

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ARTICLE 6

UNION DEDUCTIONS AND STATUS REPORTS

6.1 Notification to Employees

The District will inform new, transferred, promoted, or demoted employees in writing prior to appointment into positions included in the bargaining unit of the Union's exclusive representation status. Upon appointment to a bargaining unit position, the District will furnish the employees with membership materials provided by the Union. The District will inform employees in writing if they are subsequently appointed to a position that is not in a bargaining unit.

6.2 Union Deduction

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

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

6.3 Voluntary Deductions

A. PEOPLE

1. The District agrees to deduct from the wages of any employee who is a member of the Union deduction for the PEOPLE program. Written

authorizations must be requested in writing by the employee and may be revoked by the employee at any time by giving written notice to both the District and the Union. The District agrees to remit electronically, each state month, any deductions made to the Union together with an electronic report showing:

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

B. Trustmark Universal Life Insurance with Long Term Care

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

1. Employee name;
2. Amount deducted for Trustmark
3. Deduction code.

6.4 Status Reports

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

1. Employee name;
2. Unique employee identification number and last four digits of social security number;

3. Work phone number;
4. Work e-mail address (if available);
5. Position title;
6. Appointment date;
7. Pay scale group;
8. Pay scale level;
9. Employment percent;
10. Seniority date;
11. Separation date;
12. Total salary from which union dues is calculated;
13. Deduction amount;
14. Overtime eligibility designation.

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

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

6.5 Revocation

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

85 have been met, every effort will be made to end the deduction effective on the first
86 payroll, and not later than the second payroll.

87 **6.6 Indemnification**

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

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Article 7

Grievance Procedure

7.1 Objective

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

7.2 Terms and Requirements

A. Grievance Definition

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

B. Filing a Grievance

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

C. Computation of Time

The time limits in this Article must be strictly adhered to unless mutually modified in writing. Days are calendar days, and will be counted by excluding the

34 first day and including the last day of timelines. When the last day falls on a
35 Saturday, Sunday or holiday, the last day will be the next day which is not a
36 Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses
37 will be in writing, and timelines will apply to the date of receipt, not the date of
38 postmarking. Grievances, appeals, and responses may also be submitted
39 electronically.

40
41 D. Failure to Meet Timelines

42 Failure by the Union to comply with the timelines will result in the automatic
43 withdrawal of the grievance. Failure by the ~~Employer District~~ to comply with the
44 timelines will result in the ~~Employer District~~ granting the requested remedies.

45
46 E. Contents

47 The written grievance must include the following information:

- 48
- 49 1. A statement of the pertinent facts surrounding the nature of the grievance;
 - 50
 - 51 2. The date upon which the incident occurred;
 - 52
 - 53 3. The specific article and section of the Agreement violated;
 - 54
 - 55 4. The steps taken to informally resolve the grievance and the individuals
 - 56 involved in the attempted resolution;
 - 57
 - 58 5. The specific remedy requested;
 - 59
 - 60 6. The name of the grievant, or the group if it is a group grievance; and
 - 61
 - 62 7. The name and signature of the Union representative.
 - 63

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

F. Resolution

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

G. Withdrawal

A grievance may be withdrawn at any time.

H. Resubmission

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

I. Pay

Release time will be provided to grievants and union stewards in accordance with Article XX, Union Activities.

J. Consolidation

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

K. Bypass

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

L. Grievance Files

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

7.3 Filing and Processing

97
98 A. Filing

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

103
104 B. Alternative Resolution Methods

105 Any time during the grievance process, by mutual consent, the parties may use alternative
106 methods to resolve the dispute. If the parties agree to use alternative methods, the time
107 frames in this Article are suspended. If the selected alternative method does not result in
108 a resolution, the Union may return to the grievance process and the time frames resume.
109 Any expenses and fees of alternative methods will be shared equally by the parties.

110
111 C. Processing

112
113 **Step 1 - Executive Director of Designee**

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

119
120 **Step 2 – Mediation**

121 If the grievance is not resolved at Step 3~~1~~, the Union may file a request for mediation with
122 the Public Employment Relations Commission (PERC) in accordance with WAC 391-55-
123 020, with a copy to district's Executive Director within thirty (30) days of receipt of the Step
124 1 decision. In addition to all other filing requirements, the request must include a copy of the
125 grievance and responses.

126
127 **Step 3 - Arbitration:**

128 If the grievance is not resolved at Step 2, the Union may file a request for arbitration. The

demand to arbitrate the dispute must be filed with the American Arbitration Association (AAA) within thirty (30) days of the Union's receipt of the Step 3 response.

C. Selecting an Arbitrator

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

D. Authority of the Arbitrator

1. The arbitrator will:

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

b. Be limited in his or her decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it.

2. The decision of the arbitrator will be final and binding upon the Union, the ~~Employer-District~~ and the grievant.

E. Arbitration Costs

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

2. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties. If the cancellation is a result of factors outside the control of either party, then the cancellation costs will be shared equally by the parties.

- 159 3. If either party desires a record of the arbitration, a court reporter may be used.
160 If that party purchases a transcript, a copy will be provided to the arbitrator
161 free of charge. If the other party desires a copy of the transcript, it will pay for
162 half of the costs of the fee for the court reporter, the original transcript and a
163 copy.
164
- 165 4. Each party is responsible for the costs of its staff representatives, attorneys,
166 and all other costs related to the development and presentation of their case.
167 Every effort will be made to avoid the presentation of repetitive witnesses.
168 The Union is responsible for paying any travel or per diem expenses for its
169 witnesses, the grievant and the union steward.
170
- 171 5. If, after the arbitrator issues their award, either party files a motion with the
172 arbitrator for reconsideration, the moving party will bear the additional
173 expenses of the arbitrator.
174

175 **7.4 Successor Clause**

176 Grievances filed during the term of the 2019—20XX Agreement will be processed to
177 completion in accordance with the provisions of the 2019—20XX Agreement.
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ARTICLE 8
DISCIPLINE

- 8.1** The District will not discipline any permanent employee without just cause.
- 8.2** Discipline includes oral and written reprimands, reductions in pay, suspensions, demotions, and discharges. Oral reprimands will be identified as such and, if documented, such documentation will be placed in the supervisor's file only, subject to removal in accordance with Section XX.XX. This article does not preclude the District from providing informal feedback related to an employee's performance.
- 8.3** When disciplining an employee, the District will protect the privacy of the employee.
- 8.4** The District has the authority to conduct investigations.
- 8.5**
- A. An employee has the right to a union representative at an investigatory interview called by the District, if the employee reasonably believes discipline could result. An employee may also have a union representative at a pre-disciplinary meeting. If the requested representative is not reasonably available, the employee will select another representative who is available.
 - B. During an investigation, employees will answer all appropriate questions truthfully and to the best of the employee's knowledge.
 - C. The role of the union representative in regard to District -initiated investigations is to provide assistance and counsel to the employee and not interfere with the District's right to conduct the investigation. Every effort will be made to cooperate in the investigation.
 - D. The District will notify and advise the employee with updates of the status of the investigation every thirty (30) days until the investigation is complete. Upon

notification that the Union is representing the employee for purposes of the investigation the District will provide simultaneous notification to the Union.

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

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

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

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

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

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

56 **8.11** The District has the authority to impose discipline, which is then subject to the grievance
57 procedure set forth in Article XX.

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ARTICLE 9

EMPLOYEE FILES

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

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

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

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

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.

29 **9.6** Employees will be provided a copy of all adverse material at the time the materials are
30 included in the personnel file.

31 **9.7** Information in employee files will be retained only as long as it has a reasonable bearing
32 on the employee's job performance or upon the efficient and effective management of the
33 District.

34 **9.8** Anonymous material, not otherwise substantiated, will not be placed in an employee file.

35 **9.9** The District will ensure the security and confidentiality of employee files.

36 **9.10** Medical files will be kept separate and confidential in accordance with state and federal
37 law.

38 **9.11 Removal of Documents**

39 A. Records of disciplinary actions will be removed from an employee's personnel file
40 after two (2) years if:

41 1. Circumstances do not warrant a longer retention period;
42 2. There has been no subsequent discipline.

43

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

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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

1. 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.
2. Employees attending pre-meetings during their work time will have no loss in pay for up to thirty (30) minutes per committee meeting. Attendance at

29 pre-meetings during the employee's non-work time will not be
30 compensated for nor be considered as time worked.

31 3. Employees attending committee meetings during their work time will have
32 no loss in pay. Attendance at meetings during employees' non-work time
33 will not be compensated for nor be considered as time worked.

34 C. Meetings

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

39 D. Scope of Authority

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

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ARTICLE 11
SENIORITY

11.1 Definition

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

B. Adjustments

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

- a. Military leave or United States Public Health Services;
- b. Compensable work-related injury or illness leave;
- c. Governmental service leave and leave to enter the Peace Corps, not to exceed two (2) years and three (3) months;
- d. Reducing the effects of layoff;
- e. Temporary employment with the Union in accordance with Article ~~XX~~ 4.
- f. Formal contract negotiations.
- g. FMLA or Paid Family Leave

26 C. When an employee is on leave without pay for more than fifteen (15) consecutive
27 calendar days and the absence is not due to one of the reasons listed in Subsection
28 11.1 B, above, the employee's seniority date will be moved forward in an amount
29 equal to the duration of the leave without pay.

30 D. When an employee is on unauthorized leave or suspended, the employee's seniority
31 date will be moved forward in an amount equal to the duration of the unauthorized
32 leave or suspension.

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

35 F. Employees who are separated from District service due to layoff and are
36 reemployed within twelve (12) months ~~three (3) years~~ of their separation date will
37 not be considered to have a break in service.

38 ~~G. For the purposes of layoffs, a maximum of five (5) years' credit will be added to~~
39 ~~the seniority of permanent employees who are veterans or to their surviving spouses~~
40 ~~or surviving state-registered domestic partners.~~

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

44 11.2 Ties

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

- 47 1. By calculating employment with other Conservation Districts;
- 48 2. By ~~lot~~random selection.

49 11.3 Seniority List

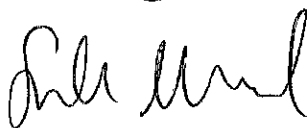
50 A copy of the seniority list will be provided to the Union annually by January 15th each
51 year.


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ARTICLE 12
STRIKES/LOCKOUTS

12.1 During the term of this Agreement nothing permits or grants to any employee the right to strike or refuse to perform their official duties. During the term of this Agreement nothing 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.

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ARTICLE 14
DISTRIBUTION OF AGREEMENT

14.1 The Employer 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.

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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.

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

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

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

29 **15.2** Prior to making any change in written District policy, where the nature of the change is a
30 mandatory subject of bargaining, the District will notify the Union and satisfy its collective
31 bargaining obligations per Section 15.1.

32 **15.3 Negotiations**

33 A. The parties will agree to the location and time for the discussions and/or
34 negotiations. The District and the Union recognize the importance of scheduling
35 these discussions and/or negotiations in an expeditious manner and will schedule
36 negotiations as soon as possible.

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

40 **15.4 Release Time**

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

44 B. No overtime or compensatory time will be incurred as a result of negotiations
45 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 Employer 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.

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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. As much advance notice as possible, but not less than thirty (30) calendar days' notice (this time period may run concurrent with the notice period provided by the District to the employee);
2. An opportunity to meet with affected employees prior to the implementation of the layoff; and

C. Upon the Union's request, the District will bargain impacts to the bargaining unit. Bargaining will not serve to delay the onset of the layoff.

17.2 Basis for Layoff

A. The reasons for layoffs include, but are not limited to, the following:

1. Lack of funds;
2. Lack of work; or
3. Organizational change.

17.3 Voluntary Layoff, Leave of Absence or Reduction in Hours

An employee may volunteer to be laid off, take an unpaid leave of absence or reduce their hours of work in order to reduce layoffs. Employees who volunteer to be laid off will have their names placed on the layoff list.

17.4 Probationary Employees

Probationary employees will be laid off before permanent employees.

17.10 Notification to Employees

A. Permanent employees will receive written notice at least twenty-one (21) calendar days before the effective layoff date. The notice will include:

1. The basis for the layoff;
2. The employee's layoff unit options

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

C. If the District chooses to implement a layoff action without providing twenty-one (21) calendar days' notice, the employee will be paid their salary for the days that they would have worked had full notice been given.

D. Employees will be provided up to five (5) calendar days to accept or decline, in writing, any options provided to them. This time period will run concurrent with the twenty-one (21) calendar days' notice provided by the District to the employee.

E. Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday.

52 **17.6 Options**

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

- 55
- 56 A. A vacant position at the same salary range for which the employee has the qualifications,
57 skills and abilities
- 58
- 59 B. A vacant position in a lower salary range for which the employee has the qualifications,
60 skills and abilities
- 61
- 62 C. A position held by the least senior employee at the same salary for which the employee
63 has the qualifications, skills and abilities
- 64
- 65 D. A position held by the least senior employee in a lower paying job classification, for
66 which the employee has the qualifications, skills and abilities.
- 67

68 **17.13 Recall**

- 69 A. Permanent employees who are laid off will have their names placed on the layoff
70 list for the position from which they were laid off or bumped. An employee's name
71 will remain on the layoff list for ~~three (3) years~~twelve (12) months from the
72 effective date of their layoff.
- 73 B. When a vacancy occurs and where there are names on a layoff list, the District will
74 fill the position with the most senior employee who has the skills and abilities to
75 perform the duties of the position.
- 76 C. Removal from Layoff Lists
- 77 An employee will be removed from the layoff list if they waive appointments to a
78 position three (3) times. In addition, an employee will have her name removed
79 from all layoff lists upon retirement, resignation or discharge from the District.

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.

28 **18.5** Employees will notify their Executive Director or designee if their work-related license
29 and/or certification has expired, or has been restricted, revoked or suspended within
30 twenty-four (24) hours of expiration, restriction, revocation or suspension, or prior to their
31 next scheduled shift, whichever occurs first.

32 **18.6 Continuing Education Units**

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

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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 XX 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

27 assignments. The District will address reported unsafe working conditions and take
28 appropriate action.

29 **19.3** The District will determine and provide the required safety devices, personal protective
30 equipment and apparel, which employees will wear and/or use. The District will provide
31 employees with orientation and/or training to perform their jobs safely. In addition, if
32 necessary, training will be provided to employees on the safe operation of equipment prior
33 to use.

34 **19.4** At least once every two years, the District will conduct an Emergency Preparedness
35 assessment and training, which will include how to respond in the event of an "active
36 shooter."

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ARTICLE 20

TOOLS AND EQUIPMENT

20.1 Tools and Equipment

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

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 Collaboratively the District and Union will determine and the District will provide any weather related gear (rain gear, hats, boots, reusable water bottles, sunscreen, etc.) necessary for each position.

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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
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	

21.2 Observance of Holidays

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

21.3 Holiday Rules

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

- A. Employees will be paid at a straight-time rate even though they do not work.
- B. In addition to Subsection 21.3 A, above, employees will be paid for the hours actually worked on a holiday at the overtime rate, only with prior written approval by the Executive Director.

19 E.B. Holiday Pay

20 Employees will receive pay equivalent to the employee's work shift on the
21 holiday.

22 F.C. When a holiday falls on the employee's scheduled workday, that day will be
23 considered the holiday.

24 G.D. When a holiday falls on the employee's scheduled day off the District will provide
25 an alternate day off ~~or, by agreement between the employee and the Executive~~
26 ~~Director, the District will pay the employee for the number of holiday hours they~~
27 ~~are entitled to.~~

28
29 H.E. When a holiday falls on a Saturday, the Friday before will be the holiday. When a
30 holiday falls on a Sunday, the following Monday will be the holiday.

31 **21.4 Personal Holidays**

32 Each employee may select two (2) days on which to take their personal holidays after
33 approval by the ~~executive~~ Executive dDirector. These holidays will be processed for
34 payroll records in the same manner vacation accruals and vacation leave are currently
35 handled. If they are not used in the calendar year it will be forfeited.

36 **21.5 Unpaid Holidays for Reason of Faith or Conscience**

37 A. Leave without pay will be granted for up to two (2) workdays per calendar year
38 for a reason of faith or conscience or an organized activity conducted under the
39 auspices of a religious denomination, church, or religious organization. Leave
40 without pay may only be denied if the employee's absence would impose an
41 undue hardship on the Employer as defined by WAC 82-56 or the employee is
42 necessary to maintain public safety.

43 B. The employer will allow an employee to use compensatory time, exchange time,
44 personal holiday or vacation leave in lieu of leave without pay. All requests to use
45 compensatory time, exchange time, personal holiday or vacation leave requests

46 must indicate the leave is being used in lieu of leave without pay for a reason of
47 faith or conscience.

48 C. An employee's seniority date, probationary period will not be affected by leave
49 without pay taken for a reason of faith or conscience.

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

ARTICLE 22
PERFORMANCE EVALUATION

22.1 Objective

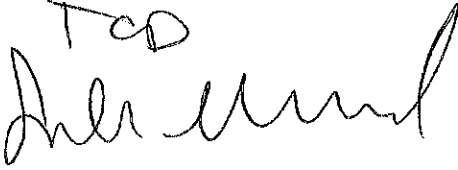
The performance evaluation process gives the supervisor and the employee an opportunity to discuss performance goals and to assess and review the employee's and the supervisor's performance with regard to those goals. As part of this process, supervisors and employees will create a plan to provide support to the employee and/or the supervisor in their professional development, with the intention that their skills and abilities are aligned with District mission and goals. Specific supervisor and employee problems or concerns will be raised at the time of the occurrence or the awareness of the occurrence.

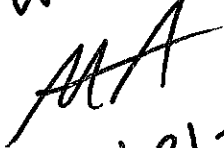
22.2 Evaluation Process

1. Supervisor will meet with the employee at the beginning of their review period to discuss the employee's position description and make any necessary updates. The position description will include expectations for the review period.
2. Supervisors and employees regularly provide informal feedback so they are aware of how they are performing.
3. Formal performance appraisals should be conducted annually, around the employee's anniversary date.

- 31 4. New employees will receive a formal review within the first six months of
32 their hire date. This review will include a discussion regarding the
33 employee's position description and making any necessary updates. The
34 position description will include expectations for the subsequent review
35 period.
- 36 5. Prior to the formal review meeting, the employee completes a self-
37 evaluation using the District's Employee Evaluation and Development
38 Plan form.
- 39 6. The Employee Evaluation and Development Plan for includes:
40 a. Performance Feedback
41 b. Performance Expectations
42 c. Future Training and Development
43 d. Organizational Support Needs
44 e. Employee promotional and advancement opportunities.
- 45 7. The position description will be the basis for the performance discussion.
46 The discussion will start with a review of the position description for
47 appropriateness to the duties assigned. ~~Upon completion of the~~
48 ~~performance review, the supervisor will prepare a written evaluation for~~
49 ~~the employee, and the personnel file.~~
- 50 8. A Peer Review form is also available and may be used at the option of the
51 employee. The peer review is to be independent from the performance
52 appraisal, and is designed to provide additional feedback to the employee.
53 The employee and supervisor may select ~~3 to 6~~ up to 3 people to prepare a
54 peer performance evaluation. The supervisor will receive the evaluations,
55 and prepare a compilation, maintaining the confidentiality of the
56 individual evaluations. The supervisor will be responsible for accurately
57 and fairly communicating to the employee the results from the peer
58 review.
- 59 9. Upon completion of the performance review, the supervisor will prepare a
60 written evaluation for the employee, and the personnel file.

- 61 22.3 If an employee disagrees with their performance evaluation, the employee has the
62 right to attach a rebuttal.
- 63 22.4 Performance evaluations will not be used to initiate discipline.

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ARTICLE 23

SCIENTIFIC INTEGRITY AND FREEDOM OF SPEECH

23.1 Purpose

Currently the stated vision of the District is “to create healthy, functioning ecosystems in Thurston County through advocacy, education, and technical assistance efforts; thereby empowering every citizen of Thurston County to be a steward of the environment.” The organizational vision is subject to revision by the District. Scientific integrity and freedom of speech for District employees are necessary conditions in the fulfillment of the District’s vision.

23.2 The District shall protect scientific integrity and bargaining unit members shall enjoy its benefits:

- A. In the conduct of research towards the fulfillment of the District’s Vision.
- B. In the development of their own education and communication methods, in all work settings including the classroom and in the field, to disseminate information to and to empower citizens of Thurston County in the creation and stewardship of healthy, and functioning ecosystems.

23.3 All Bargaining unit members shall be guaranteed the protections of freedom of speech as derived from the First Amendment of the Constitution of United States and Article One, Section Five of the Washington State Constitution. In exercising speech rights outside of TCD sponsored scientific research, unit members shall note that they are speaking on their own behalf and not on behalf of the District.

23.4 In exercising scientific integrity and freedom of speech, all Bargaining unit members shall conduct themselves according to District policies and procedures, and uphold and

29 communicate consistently with the Mission, Vision and Strategic Plan Priorities of the
30 District.

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ARTICLE 24

TRAINING AND EMPLOYEE DEVELOPMENT

24.1 The District and the Union recognize the value and benefit of education, training seminars, workshops, and conferences designed to enhance an employee's ability to perform their job duties. Training and all other employee development opportunities will be provided to employees in accordance with District policies and available resources.

24.2 Attendance at district approved education, training seminars, workshops, and conferences will be considered time worked. The District will make reasonable attempts to schedule District approved training during an employee's regular work shift. The District will pay the registration, and associated travel costs for District approved education, training seminars, workshops, and conferences.

24.3 Master Agreement Training

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

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

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

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

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ARTICLE 25

TRAVEL

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

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ARTICLE 26
VOLUNTEERS AND INTERNS

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

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ARTICLE 27

HEALTH CARE COVERAGE AND WELLNESS

27.1 Health Care Coverage

A. The District will continue its current policy of offering paid coverage to employees. Health Care Coverage will include; medical coverage, prescription coverage, dental, vision and basic life insurance. The parties will meet annually before November 15th once plan information becomes available to negotiate future Health Care Coverage to be implemented effective January 1st of the following calendar year.

B. The District will provide an insurance plan option to pay seventy five percent (75%) of dependent and spousal coverage. The employee's share must be paid by the employee either through payment or withdrawal from their payroll check. Employees will notify the District by November 25th of each year which plan option they would like to enroll/renew for the following year.

27.2 Health Reimbursement Account

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

- a. Co-pays for office visits or prescription medications
- b. Expenses subject to the deductible
- c. Expenses subject to the employee's co-insurance
- d. Specific medical procedures listed below:
 - Abortion
 - Acupuncture
 - Ambulance
 - Annual physical exam

- 30 ▪ Artificial limb
- 31 ▪ Bandages
- 32 ▪ Birth control pills
- 33 ▪ Body scan (for diagnostic testing)
- 34 ▪ Braille books and magazines
- 35 ▪ Breast pumps and supplies (lactation expenses)
- 36 ▪ Breast reconstruction post-mastectomy
- 37 ▪ Capital expenses to modify your home for a disability
- 38 ▪ Chiropractor
- 39 ▪ Christian Science practitioner
- 40 ▪ Contact lenses (and solution)
- 41 ▪ Crutches
- 42 ▪ Dental treatment (except teeth whitening)
- 43 ▪ Diagnostic devices (such as diabetes test kits)
- 44 ▪ Disabled dependent care expenses
- 45 ▪ Eye exam
- 46 ▪ Eyeglasses
- 47 ▪ Eye surgery (vision correction)
- 48 ▪ Fertility enhancement
- 49 ▪ Guide dog (or other required registered service animal)
- 50 ▪ Health institute
- 51 ▪ Hearing aids
- 52 ▪ Hearing-impaired telephone
- 53 ▪ Hearing-impaired television modifications
- 54 ▪ Inpatient hospital services
- 55 ▪ Insurance premiums
- 56 ▪ Intellectually and developmentally disabled housing
- 57 ▪ Laboratory fees
- 58 ▪ Lead-based paint removal
- 59 ▪ Legal fees for medical expenses
- 60 ▪ Lifetime care, advance payments

- 61 ▪ Lodging for medical treatment
- 62 ▪ Long-term care
- 63 ▪ Meals (while receiving medical treatment at facility)
- 64 ▪ Medical conferences
- 65 ▪ Medical information plan
- 66 ▪ Medications
- 67 ▪ Naturopathic or homeopathic practitioners
- 68 ▪ Nursing home care
- 69 ▪ Nursing services
- 70 ▪ Operations (for medically necessary reasons)
- 71 ▪ Optometrist
- 72 ▪ Osteopath
- 73 ▪ Oxygen (necessary for medical condition)
- 74 ▪ Pregnancy test kits
- 75 ▪ Psychiatric care
- 76 ▪ Psychoanalysis
- 77 ▪ Psychologist
- 78 ▪ Smoking cessation programs (and prescriptions)
- 79 ▪ Sterilization
- 80 ▪ Substance abuse treatment (drug or alcohol)
- 81 ▪ Therapy
- 82 ▪ Transplants
- 83 ▪ Transportation (during medical treatments)
- 84 ▪ Travel (to receive medical treatments)
- 85 ▪ Vasectomy
- 86 ▪ Weight-loss programs
- 87 ▪ Wheelchair
- 88 ▪ Wigs
- 89 ▪ X-rays

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- 92 B. Each January during the term of this agreement the District will contribute
93 seven hundred fifty dollars (\$750) to each permanent employee's health
94 reimbursement account, along with the two hundred seventy five dollar
95 (\$275) HRA plan renewal fee
- 96 C. Beginning January 1, 2020 the District will pay the one-time HRA plan set-up
97 fee of three hundred seventy five dollars (\$375).
- 98 D. Unused balances as of December 31st of each calendar year will return to the
99 District.

100 **27.3 Wellness**

101 The parties mutually agree to support affordable and innovative ways to promote
102 employee wellness.

- 103 A. As approved by the Executive Director, permanent bargaining unit
104 members will be allowed schedule adjustments to attend approved
105 health enhancement meetings such as nutrition education and
106 substance abuse programs.

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ARTICLE 28
DISTRICT CLOSURE

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

A. Hours that the District office is officially closed due to inclement weather, natural disaster, or other emergent circumstances will be counted as hours worked for all full-time employees.

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

1) Compensatory time;

2) Exchange time;

3) Annual leave;

4) Sick leave;

5) Leave without pay. However, at the request of the employee, leave without pay shall be permitted rather than paid time off.

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

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

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ARTICLE 29
COMMUTE TRIP REDUCTION

29.1 The District will continue to encourage but not require employees to use alternate means of transportation to commute to and from work consistent with the Commute Trip Reduction law and the needs of the District.

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

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

29.4 Public Transit, Carpools, Walking and Cycling

A. To encourage carpooling, walking and bicycling options, the District will offer flexible work hours where possible to assist employees

B. The District will offer flexible work hours if possible to assist employees to meet the varied transit schedules, and will reimburse up to \$36 per month toward the expense of the monthly transit tickets.

C. The District will consider implementation of a qualified pre-tax transportation benefits plan.

29.5 Telecommuting/Telework

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

- A. Telework is the practice of using mobile technology to perform required job functions from home or another District approved location.
- B. The District will determine if a position's duties are eligible for telework and the frequency of teleworking.
- C. The District may require an employee to attend meetings in person or come to the office/field on an approved telework day.
- D. Employees wishing to telework will submit a request to the executive director. The request will include number of days the employee will telework, duties that will be conducted during telework, and technological needs to ensure successful completion of the duties.
- E. The executive director will meet with the requesting employee to discuss the request and develop a telework agreement.
- F. The Employer reserves the right to reduce, modify or eliminate an employee telework assignment based on business needs or if there are performance and/or attendance concerns, to include not complying with the terms of a telework agreement. The Employer will address changes to a telework agreement with the employee. The employer is not responsible for costs, damages or losses resulting from cessation of participation in a telework agreement.

29.6 Alternative Work Schedules

- A. In order to better utilize the workforce for the District and increase employee productivity, the District will make alternative work schedules an option available for employees, subject to the approval of the Executive Director. Workweeks and work shifts of different number of hours may be established for employees in order to meet business and customer service needs as long the alternative work schedule meets federal and state laws.
- B. To establish or amend a flexible work schedule:

- 59 1. The employee should first discuss his/her request informally with his/her
60 supervisor.
61 2. The employee should then write a memorandum to his/her supervisor
62 requesting the desired working hours.
63 3. The supervisor should respond to the memorandum by making a
64 recommendation and forwarding the employee's written request to the
65 Executive Director for approval.
66 4. The Executive Director informs the employee, the district treasurer and
67 the employee's supervisor of any new working schedule granted.

68 C. Previously approved alternative work schedules will only be rescinded if business
69 and customer service needs are not being met, or performance or attendance
70 concerns occur. The District will consider employees' personal and family needs
71 when rescinding previously approved alternative work schedules.
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ARTICLE 30

RESIGNATION

30.1 District employees who voluntarily terminate their employment must give at least two weeks written notice to their supervisor, stating the reason(s) for the resignation.

30.2 An exit interview should take place within the notice period given by the employee.

30.3 When any employee ceases to work for the District, whether by discharge or by voluntary withdrawal, the wages due the employee, including accrued vacation, ~~sick leave~~, exchange time and comp time, and 25% of sick leave shall be paid no later than the end of the established pay period.

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

ARTICLE 31
EMPLOYEE PRIVACY

31.1 Confidentiality

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

31.2 Off-Duty Conduct

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

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ARTICLE 32
LEGAL DEFENSE

If a bargaining unit employee becomes a defendant in a civil liability suit arising out of actions taken or not taken in the course of their employment for the District, the employee has the right to representation and indemnification through the District.

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ARTICLE 33
MANAGEMENT RIGHTS

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

- A. Determine the District's functions, programs, organizational structure and use of technology in accordance with RCW 89.08;
- B. Determine and amend the District's budget and budgetary priorities;
- C. Direct and supervise employees;
- D. Take all necessary actions to carry out the functions of the District during an emergency;
- E. Determine the District's mission and strategic plans;
- F. Develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the District;
- G. Determine the location of operations, offices, work sites, including permanently moving or temporarily moving operations in whole or in part to other locations;
- H. Contract for provision of goods or services, other than those customarily and historically

performed by bargaining unit employees;

I. Establish work performance standards, which include, but are not limited to, the priority, quality and quantity of work;

J. Establish or abolish positions and determine the skills and abilities necessary to perform the duties of such positions;

K. Select, hire, assign, evaluate, retain, promote, layoff or discipline employees for just cause;

L. Develop classifications and determine, prioritize and assign the work to be performed as appropriate for those classifications.

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

A. RCW 89.08 Conservation Districts

B. RCW 42.30 Open Public Meetings Act

C. RCW 42.56 State Public Records Act

D. RCW 42.20 Misconduct of Public Officers

E. RCW 42.23 Code of Ethics for Municipal Officers

F. WAC 135-110 Election and Replacement of Conservation District Supervisors

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

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

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ARTICLE 34

POSITION RATING PROCESS

34.1 Position Description

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

34.2 Procedure

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

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

B. When a position is created or undergoes a substantial change, the Executive Director will review the position rating to determine the appropriate salary range. The following tools will be used to determine the appropriate salary range

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

If an employee requests clarification or change to their position rating or feels that information provided was incomplete or inaccurate, that employee may present information to the Executive Director. This request should be directed ~~through the~~ employee's supervisor to the Executive Director.

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ARTICLE 35
HOURS OF WORK, OVERTIME, EXCHANGE TIME

35.1 Definitions

A. Workweek

The customary workweek for employees is 40 hours per week. The standard workday is from 8:00 a.m. to 4:30 p.m., Monday through Friday.

B. Overtime Eligible Employees

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

C. Overtime Exempt Employees

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

D. Full-time Employees

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

E. Part-time Employees

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

35.2 Call-In, Late for Work

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

35.3 Meal and Rest Periods

A. Employees are allowed a meal period of at least 30 minutes which

commences no less than 2 hours nor more than 5 hours from the beginning of the shift.

- B. No employee shall be required to work more than 5 consecutive hours without a meal period.
- C. Employees working 3 or more hours longer than a normal work day are allowed at least one 30 minute meal period prior to or during the overtime period.
- D. Employees are allowed a rest period of not less than 10 minutes on the employers time for each 4 hours of working time. Rest periods shall be scheduled as near as possible to the midpoint of the work period. An employee is not required to work more than 3 hours without a rest period.
- E. Where the nature of the work allows employees may take intermittent rest periods equivalent to 10 minutes for each 4 hours worked; scheduled rest periods are not required.

35.4 Overtime

- A. Overtime for all overtime eligible employees must be approved in advance by their supervisor.
- B. Conditions for Overtime
 - ~~1. Work in excess of eight hours per day~~ WORK in excess of 40 hrs per week
 - ~~2. Work on a scheduled day off~~
- C. The Overtime Rate will be one and one-half (1-1/2) of an employee's regular rate of pay.

35.5 Compensatory Time for Overtime-Eligible Employees

- A. Compensatory Time in Lieu of Cash for Overtime

The Employer may grant compensatory time in lieu of cash payment for overtime to an overtime-eligible employee. Compensatory time must be granted at the rate

of one and one-half (1-1/2) hours of compensatory time for each hour of overtime worked.

~~B.~~ Compensatory Time in Lieu of Cash for Hours Worked on a Holiday

~~The Employer may grant compensatory time in lieu of cash payment for hours worked on a holiday. Compensatory time must be granted at the rate of one and one-half (1-1/2) hours of compensatory time for each hour worked on a holiday.~~

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~~C.B.~~ Compensatory Time Use

An employee must use compensatory time prior to using vacation leave. Compensatory time must be used and scheduled in the same manner as in Article XX, Vacation Leave. Employees may use compensatory time for leave as required by the Domestic Violence Leave Act, RCW 49.76.

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~~D.C.~~ Compensatory Time Cash Out

All compensatory time must be used by ~~June 30th~~December 31st of each year. If compensatory time balances are not scheduled to be used by the employee by April of each year, the supervisor will contact the employee to review their schedule. The employee's compensatory time balance will be cashed out every ~~June 30th~~December 31st or when the employee separates from the Employer for any reason.

35.6 Exchange Time

A. Part-time and Overtime Exempt employees are entitled to exchange time when their hours exceed their paid time per week.

B. The employee's supervisor shall authorize exchange time.

C. Exchange Time Use

An employee must use Exchange time prior to using vacation leave. Exchange time must be used and scheduled in the same manner as in Article XX, Vacation Leave. Employees may use Exchange time for leave as required by the Domestic Violence Leave Act, RCW 49.76.

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D. Exchange Time Cash Out

92 | All Exchange Time must be used by ~~June 30th~~ December 31st of each year. If
93 | Exchange time balances are not scheduled to be used by the employee by April of
94 | each year, the supervisor will contact the employee to review their schedule. The
95 | employee's compensatory time balance will be cashed out every ~~June~~
96 | 30th December 31st or when the employee separates from the Employer for any
97 | reason.
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ARTICLE 36

SICK LEAVE

36.1 Sick Leave Accrual

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

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

36.2 Sick Leave Use

Sick leave may be used for:

- A. A personal illness, injury or medical disability that prevents the employee from performing their job, or personal medical or dental appointments.
- B. A death of any relative that requires the employee's absence from work. Relatives are defined for this purpose as spouse, significant other, domestic partner, son, daughter, grandchild, foster child, son-in-law, daughter-in-law, grandparent, parent, brother, sister, aunt, uncle, niece, nephew, first cousin, brother-in-law, sister-in-law, ex-spouse or the employee's ex-mother/father in law when the employee has a related minor child, and corresponding relatives of employee's spouse, significant other or domestic partner.

C. Childcare emergencies after the employee has exhausted all of their accrued compensatory time. Use of sick leave and vacation leave for emergency childcare is limited to a combined maximum of four (4) days per calendar year.

D. To care for a child under the age of eighteen (18) with a health condition that requires treatment or supervision, or to make arrangements for extended care.

E. Illness or preventive health care appointments of relatives, significant others and domestic partners when the presence of the employee is required.

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

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

36.4 Restoration of Vacation Leave

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

36.5 Sick Leave Reporting and Verification

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

B. If the Employer suspects abuse, the Employer may discuss FMLA eligibility and/or require a written medical certificate for any sick leave absence. When a medical certificate is required, the Employer will state the reasons for suspicion of sick leave abuse.

C. An employee returning to work after any sick leave absence may be required to provide written certification from their health care provider that the employee is able to return to work and perform the essential functions of the job with or without reasonable accommodation.

D. The Employer may not adopt or enforce any policy that counts the use of paid sick leave for an authorized purpose as an absence that may lead to or result in discipline against the employee.

E. If the District requires an employee to provide verification from a health care provider identifying the need for use of paid sick leave the District must not require that the information provided explain the nature of the condition. If the District obtains any health information about an employee or an employee's family member, the employer must treat such information in a confidential manner consistent with applicable privacy laws.

F. Employer-required verification may not result in an unreasonable burden or expense on the employee.

35.6 Separation

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

A. Resign,

B. Retire,

C. Are laid-off, or

D. Are terminated by the Employer.

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

36.7 Carry Forward and Transfer

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

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ARTICLE 37**VACATION LEAVE**

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

37.1 Accrual

A. Regular employees begin accruing vacation leave immediately upon hiring, and are eligible to use vacation leave after six months of employment. Time spent with other conservation districts will be used in conjunction with time at the District to determine the 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, 20 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

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19 **37.2 Accrual Maximum**

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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.

22 **37.3 Vacation Scheduling**

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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 of the request. If the leave is denied, a reason will be provided in writing.

29 **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.

32 **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.

35 **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.

37.7 Use of Vacation Leave for Sick Leave Purposes

The Employer 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 Employer.

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.

- 62 2. An employee may utilize a maximum of 240 hours for the purpose of cashing
63 out vacation leave.
- 64 3. An employee may utilize this benefit a maximum of once every two years.
- 65 4. An employee may exercise this benefit with the approval of the Executive
66 Director.
- 67 5. Emergency situations are events that impose an immediate hardship on an
68 employee that could not reasonably have been planned for in advance.

69 B. Procedure

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

- 72 1. Make the request in writing to the Executive Director of the District indicating
73 the emergency purpose and the number of hours the employee wishes to cash-
74 out.
- 75 2. The Executive Director of the District will respond to the request within three
76 (3) working days. Any denials will be done in writing and will state the
77 reason for the denial.
- 78 3. The payment for the cash out will be made as soon as practicable, but no later
79 than the end of the next pay period.
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ARTICLE 38**MISCELLANEOUS LEAVE****38.1 Compensable Work-Related Injury or Illness Leave**

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

38.2 Bereavement Leave

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

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

38.3 Jury Duty Leave

~~Leave of absence with pay will be granted to~~ Employees may request a schedule adjustment, use Personal Leave, or other accrued leave ~~employees~~ for jury duty. An employee will be allowed to retain any compensation paid to them for their jury duty service. An employee will inform the District when notified of a jury summons and will cooperate in requesting a postponement of service if warranted by business demands.

38.4 Military Leave

~~Employees may request a schedule adjustment, use Personal Leave, other accrued leave, or request shared leave will be entitled to military leave with pay not to exceed twenty-one (21) working days during each year, beginning October 1st and ending the following September 30th,~~ in order to report for required military duty, training or drills including those in the National Guard or state active status. Military leave will be in addition to any vacation or sick leave to which the employee might otherwise be entitled and will not involve any loss of privileges or pay. An employee will only be charged military leave for days that they are scheduled to work.

38.5 Life-Giving Procedures

~~When approved, employees will be granted paid leave, not to exceed five (5) days in a two (2) year period~~ Employees may request a schedule adjustment, use accrued leave or request shared leave, as needed for the purpose of participating in life-giving procedures. A "life-giving procedure" is defined as a medically-supervised procedure involving the testing, sampling, or donation of blood, platelets, organs, fluids, tissues, and other human body components for the purposes of donation, without compensation, to a person or organization for medically necessary treatments.

38.6 Personal Leave

May
An employee ~~may choose~~ 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 college/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.

57 **38.7 Leave without Pay**

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

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

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

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

75 **C. Limitations**

76 1. Leave without pay will be no more than twelve (12) months in any consecutive
77 five (5) year period, except for:

- 78 a. Compensable work-related injury or illness leave;
- 79 b. Educational leave;
- 80 c. Governmental service leave;
- 81 d. Military leave;

- 82 | e. ~~Cyclic~~Seasonal employment leave;
- 83 | f. Leave for serious health condition taken under the provisions of, Family and
- 84 | Medical Leave.
- 85 | g. Leave taken voluntarily to reduce the effect of a layoff;
- 86 | h. Leave authorized in advance by ~~an appointing authority~~the Executive Director as
- 87 | part of a plan to reasonably accommodate a person of disability;
- 88 | i. Leave to participate in union activities;
- 89 | j. Volunteer firefighting leave; or
- 90 | k. Domestic violence leave.
- 91 | D. Leave without pay will be scheduled using the same procedure used for vacation
- 92 | leave.
- 93 | E. Any employee who is on leave without pay for more than twelve (12) months in
- 94 | any consecutive five (5) year period for reasons not listed in A, above, will be
- 95 | considered to have resigned their position.

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Union Initial Proposal

Family and Medical Leave

Date: 11/8/2019

ARTICLE 39

FAMILY AND MEDICAL LEAVE

The Washington Family and Medical Leave Program (RCW 50A.04~~5~~) 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.05~~ 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.

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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 or household member suffering from, an extraordinary or severe illness, injury, impairment, or physical or mental condition, which has caused or is likely to cause the employee to take leave without pay or terminate their employment. For purposes of the leave sharing program, the following definitions apply:

- A. "Domestic violence" means physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury, or assault, between family or household members as defined in RCW 26.50.010; sexual assault of one family or household member by another family or household member; or stalking as defined in RCW 9A.46.110 of one family or household member by another family or household member.
- B. "Employee" means any employee who is entitled to accrue sick leave or vacation leave and for whom accurate leave records are maintained.
- C. "Employee's relative" normally will be limited to the employee's spouse, state registered domestic partner as defined by RCWs 26.60.020 and 26.60.030, child, stepchild, grandchild, grandparent, or parent.

- D. "Household members" are defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term will include, but is not limited to, foster children and legal wards. The term does not include persons sharing the same general house when the living style is primarily that of a dormitory or commune.
- E. "Parental leave" means leave to bond and care for a newborn child after birth or to bond and care for a child after placement for adoption or foster care, for a period of up to sixteen (16) weeks after the birth or placement.
- F. "Pregnancy disability" means a pregnancy-related medical condition or miscarriage.
- G. "Service in the uniformed services" means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time national guard duty including state-ordered active duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty.
- H. "Severe" or "extraordinary" condition is defined as serious or extreme and/or life threatening.
- I. "Sexual assault" has the same meaning as in RCW 70.125.030.
- J. "Stalking" has the same meaning as in RCW 9A.46.110.
- K. "Uniformed services" means the armed forces, the army national guard, and the air national guard of any state, territory, commonwealth, possession, or district when engaged in active duty for training, inactive duty training, full-time national guard duty, or state active duty, the commissioned corps of the public health service, the coast guard, and any other category of persons designated by the President of the United States in time of war or national emergency.

L. "Victim" means a person that domestic violence, sexual assault, or stalking has been committed against as defined in this Article.

40.2 Shared Leave Receipt

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

1. The employee suffers from, or has a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature;
2. The employee has been called to service in the uniformed services;
3. A state of emergency has been declared anywhere within the United States by the federal or any state government and the employee has the needed skills to assist in responding to an emergency or its aftermath and volunteers their services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the governmental agency or nonprofit organization accepts the employee's offer of volunteer services;
4. The employee is a victim of domestic violence, sexual assault, or stalking;
5. The employee needs the time for parental leave as defined in Subsection 40.1 E; or
6. The employee is sick or temporarily disabled because of pregnancy disability, as defined in Subsection 40.1 F.

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

1. Go on leave without pay status; or
2. Terminate District employment.

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

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

1. Vacation leave, sick leave and personal holiday if the employee qualifies under Subsection 40.2 A.1;
2. Vacation leave and paid military leave allowed under RCW 38.40.060 if the employee qualifies under Subsection 40.2 A.2;
3. Vacation leave or personal holiday if the employee qualifies under Subsections 40.2 A.3 or A.4; or
4. Personal holiday and compensatory time, if the employee qualifies under Subsections 40.2 A.5 or A.6. The employee under this Subsection can retain in reserve up to forty (40) hours each of vacation leave and sick leave.

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

1. Sick leave use if the employee qualifies under Subsections 40.2 A.1, 40.2 A.4, A.5 or A.6; or
2. Military leave if the employee qualifies under Subsection 40.2 A.2.

F. The employee has diligently pursued and been found to be ineligible for benefits under Chapter 51.32 RCW COMPENSATION—RIGHT TO AND AMOUNT RCW 51.32 if the employee qualifies under Subsection 40.2 A.1.

40.3 Shared Leave Use

A. The District will determine the amount of leave, if any, which an employee may receive. However, an employee will not receive more than five hundred twenty-two (522) days of shared leave, except that, the District may authorize leave in excess of five hundred twenty-two (522) days in extraordinary circumstances for an employee qualifying for the program because they are suffering from an

106 illness, injury, impairment or physical or mental condition which is of an
107 extraordinary or severe nature.

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

109 1. A medical certificate from a licensed physician or health care practitioner
110 verifying the employee's required absence, the description of the medical
111 problem, and expected date of return to work status for shared leave under
112 Subsection 40.2 A.1;

113 2. A copy of the military orders verifying the employee's required absence
114 for shared leave under Subsection 40.2 A.2;

115 3. Proof of acceptance of an employee's offer to volunteer for either a
116 governmental agency or a nonprofit organization during a declared state of
117 emergency for shared leave under Subsection 40.2 A.3;

118 4. Verification of childbirth or placement of adoption or foster care, when the
119 employee is qualified under Subsection 40.2 A.5; or

120 5. Medical certification from a licensed physician or health care provider
121 verifying the pregnancy disability when the employee is qualified under
122 Subsection 40.2 A.6.

123 C. The District may require the employee to submit, prior to approval or disapproval,
124 verification of the employee's status as a victim of domestic violence, sexual
125 assault or stalking for shared leave under Subsection 40.2 A.4. Such verification
126 will be in accordance with the Domestic Violence Leave Act, RCW 49.76 and
127 may be one or more of the following:

128 1. An employee's own written statement;

129 2. A statement from an attorney or advocate, member of the clergy, or
130 medical or other professional; and/or

131 3. A court order or police report documenting the employee is a victim of
132 domestic violence, sexual assault or stalking.

133 D. The District should consider other methods of accommodating the employee's
134 needs, such as modified duty, modified hours, flex-time or special assignments in
135 lieu of shared leave usage.

136 E. Vacation leave, sick leave, or all or part of a personal holiday transferred from a
137 donating employee will be used solely for the purpose stated in this Article.

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

141 G. Eight (8) hours a month of accrued and/or shared leave may be used to provide
142 for the continuation of benefits as provided by the District.

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

145 **40.4 Leave Donation**

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

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

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

153 2. Employees may donate excess vacation leave that they would not be able
154 to take due to ~~an approaching anniversary date~~ approaching the leave cap
155 of 320 hours.

B. The District approves the employee's request to donate a specified amount of sick leave to an employee authorized to receive shared leave. The employee's request to donate leave will not cause their sick leave balance to fall below one hundred ~~seventy-six~~twenty (176120) hours after the transfer.

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

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

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

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

40.5 Shared Leave Administration

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

- All paid leave accrued must be used prior to using shared leave when the employee qualifies for shared leave under Subsection 40.2 A.1.

- Accrued vacation leave and paid military leave allowed under RCW 38.40.060 must be used prior to using shared leave for employees qualified under Subsection 40.2 A.2.

- All paid leave, except sick leave, must be used prior to using shared leave when the employee qualifies for shared leave under Subsection 40.2 A.3 and Subsection 40.2 A.4.

- For shared leave qualified under Subsections 40.2 A.5 or A.6, the employee is required to deplete their personal holiday and all

182 compensatory time. The employee is also required to deplete vacation
183 leave and sick leave that is over forty (40) hours in each category.

184 B. An employee on leave transferred under these rules will continue to be classified
185 as a District employee and will receive the same treatment in respect to salary,
186 wages, and employee benefits as the employee would normally receive if using
187 accrued vacation leave or sick leave.

188 C. Shared leave no longer needed or will not be needed at a future time in connection
189 with the original injury or illness or for any other qualifying condition by the
190 recipient, as determined by the District, will be returned to the donor(s). Unused
191 leave may not be returned until one of the following occurs:

192 1. The District receives a statement from the employee's doctor verifying
193 whether the employee's injury or illness is resolved; or

194 2. The employee is released to full time employment, has not received
195 additional medical treatment for their current conditions or any other
196 qualifying condition for at least six (6) months, and the employee's doctor
197 has declined, in writing, the employee's request for a statement indicating
198 the employee's condition has been resolved.

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

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

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

209 **40.6** If an employee later has a need to use shared leave due to the same condition listed in
210 their previously approved request, the District must approve a new shared leave request
211 for the employee.

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1. The first part of the document
describes the general situation
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2. The second part of the document
describes the specific situation
of the country and the
main problems that are
facing it.

ARTICLE 41

REASONABLE ACCOMMODATIONS AND DISABILITY SEPARATION

41.1 Disability Accommodations

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

41.2 Safety Accommodations

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

56 B. A pregnant employee may request a reasonable accommodation, which may
57 include any of the following:

- 58 1. Providing more frequent, longer or flexible restroom breaks;
- 59 2. Modifying a no food or drink policy;
- 60 3. Job restructuring, part-time or modified work schedules, reassignment to a
61 vacant position, or acquiring or modifying equipment, devices, or an
62 employee's work station;
- 63 4. Providing seating or allowing the employee to sit more frequently if their
64 job requires them to stand;
- 65 5. Providing for a temporary transfer to a less strenuous or less hazardous
66 position;
- 67 6. Providing assistance with manual labor and limits on lifting;
- 68 7. Scheduling flexibility for prenatal visits; and
- 69 8. Any further pregnancy accommodation an employee may request, and to
70 which the District must give reasonable consideration in consultation with
71 information provided on pregnancy accommodation by the department of
72 labor and industries or the attending health care provider of the employee.

73 C. The District may deny a reasonable pregnancy related accommodation based on
74 undue hardship if the requested accommodation requires significant difficulty or
75 expense. The District may not claim undue hardship for the accommodations listed
76 above in Section 41.3 B.1, 2 and 4, or for limits on lifting over seventeen pounds,
77 and the District may not request written certification for those same accommodation
78 requests.

79 D. The District will not require a pregnant employee to take leave if another reasonable
80 accommodation can be provided.

81 E. The District, except for the limitations in Section 41.3 C above, can require the
82 employee to provide written certification from her treating health care professional
83 regarding the need for a reasonable accommodation.

84 F. The District does not have to create a position for an employee asking for a
85 pregnancy accommodation or transfer a less senior employee, or promote the
86 pregnant employee as part of a reasonable accommodation.

87 G. Other applicable pregnancy reasonable accommodations for employees under the
88 law or WAC would also apply.

89 **41.4 Disability Separation**

90 A. An employee with permanent status may be separated from service when the
91 District determines that the employee is unable to perform the essential functions
92 of the employee's position due to a mental, sensory, or physical disability, which
93 cannot be reasonably accommodated. Determinations of disability may be made by
94 the District based on an employee's written request for disability separation or after
95 obtaining a written statement from a licensed physician or licensed mental health
96 professional. The District can require an employee to obtain a medical examination,
97 at the District's expense, from a licensed physician or licensed mental health
98 professional of the District's choice. Evidence may be requested from the licensed
99 physician or licensed mental health professional regarding the employee's
100 limitations.

101 B. When the District has medical documentation of the employee's disability and has
102 determined that the employee cannot be reasonably accommodated in any available
103 position for which they qualify, or the employee requests separation due to
104 disability, the District may immediately separate the employee.

105 C. The District will inform the employee in writing of the option to apply to return to
106 employment prior to their separation due to disability. The District will provide
107 assistance to individuals seeking reemployment under this Article for ~~two (2)~~
108 yearstwelve (12) months. If reemployed, upon successful completion of the

109 employee's probationary period, the time between separation and reemployment
110 will not be considered a break in service.

111 D. A disability separation is not a disciplinary action. Disability separation at the
112 employee's request is not subject to the grievance procedure.

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ARTICLE 42
COMPENSATION

42.1 Across the board increases

- A. All staff positions filled with existing staff in 2018 will be given a 5% step increase effective January 1, 2020.
- B. Effective January 1, 2020, all salary ranges and steps of the salary schedule will be increased by two and eight tenths percent (2.8%) as shown in Appendix A.
- C. Effective January 1, 2021, all salary ranges and steps of the salary schedule will be increased by two and eight tenths percent (2.8%) as shown in Appendix B.
- D. A salary study will be completed by the first quarter of 2021 to inform subsequent appropriate compensation levels of all District staff.

42.2 Fifteen Dollar per Hour Minimum Wage

- A. Effective January 1, 2020 a wage floor of fifteen dollars (\$15) an hour will be established as shown in Appendix A.
- B. Effective January 1, 2020 the Administrative Assistant and Program Assistant salary tracks will be consolidated to address compression/inversion as shown in Appendix A.
- C. Effective January 1, 2020, the Receptionist position will be removed from the salary schedule, as this position has not existed at the District in more than ten (10) years.
- D. Effective January 1, 2020 , existing Program Assistants will be moved to the new Administrative and Program Assistant Salary track to the comparable step (but no

27 lesser) than their current step in the current Receptionist and Program Assistant
28 salary track.

29 **42.3 Minimum Wages Determined by Local Ordinances**

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

31 **42.4 Pay for Performing the Duties of a Higher Classification**

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

40 **42.5 Salary Adjustments**

41 The Employer may increase an employee's step within the salary range to address issues
42 related to recruitment, retention or other business needs.

43 **42.6 Demotion**

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

48 **42.7 Salary Overpayment Recovery**

49 A. When the District has determined that an employee has been overpaid wages, the
50 Employer will provide written notice to the employee that will include the
51 following items:

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

55 B. Method of Payback

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

- 59 1. Voluntary wage deduction;
60 2. Cash; or
61 3. Check.

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

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

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

74 C. Appeal Rights

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

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ARTICLE 43
CHILD FRIENDLY WORKPLACE

43.1 ~~X~~ Infants at Work

- A. The parent may only participate in the Infants at Work program with one infant at a time between the ages of six weeks and twelve months old.
- B. To be eligible for the program, the parent must contact the District Executive Director to schedule a time for a workspace consultation. The consultation will include reviewing procedures for safety, security, and evacuations. An individual plan will be developed, if feasible, for the employee and will take into account the safety of the infant and the business needs of the District.
- C. The infant, and parent are all strongly encouraged to be vaccinated, as appropriate for age, in accordance with state law requirements and the recommendations of the United States Centers for Disease Control and Prevention's (CDC's) Advisory Committee on Immunization Practices (ACIP).
- D. The parent must take the infant home if the infant:
 - i. Becomes sick while in the workplace;
 - ii. Is disruptive for a prolonged period of time;
 - iii. Causes significant distraction in the work place; or
 - iv. Prevents the parent from accomplishing work.
- E. The decision to take the infant home may be made by either the parent or the District's Executive Director. If the infant is taken home, the parent must submit leave.

43.2 Lactating Employees in the Workplace

The district will provide

- 30 1. Reasonable break time for an employee to express milk for infant/child; and
31 2. A private room, other than a bathroom, that is shielded from view and free of
32 intrusion from co-workers and the public.
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ARTICLE 44
TERM OF AGREEMENT

~~44.1~~ All provisions of this Agreement will become effective January 1, 2020, and will remain in full force and effect through December 31, 2021; 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.

~~44.2~~ Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than July 1, 2021. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

Pursuant to
RCW 41.56

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ARTICLE 45
RETIREMENT

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

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ARTICLE 46

DISTRICT POLICY AND PROCEDURES

46.1 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.

46.2 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.

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

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11/26/2019

Appendix A

TCD SALARY TABLE		EFFECTIVE JANUARY 1 2020 RATES : 2.5% COLA Increase									
Position Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Administrative Assistant	Annual	31709.55	33295.03	34959.78	36707.77	38543.16	40470.31	42493.82	44618.51	46849.44	49191.92
Program Assistant	Bi-monthly	1321.23	1387.29	1456.66	1529.49	1605.96	1686.26	1770.58	1859.10	1952.06	2049.66
	Hourly	15.24	16.01	16.81	17.65	18.53	19.46	20.43	21.45	22.52	23.65
Natural Resource Technician	Annual	35378.53	37147.46	39004.83	40955.08	43002.83	45152.97	47410.62	49781.16	52270.21	54883.72
SSGREEN Coordinator	Bi-monthly	1474.11	1547.81	1625.20	1706.46	1791.78	1881.37	1975.44	2074.21	2177.93	2286.82
Habitat Technician	Hourly	17.01	17.86	18.75	19.69	20.67	21.71	22.79	23.93	25.13	26.39
Education/Outreach Coordinator											
Natural Resource Specialist	Annual	44342.88	45560.02	48888.01	51332.42	53899.04	56593.99	59423.69	62394.87	65514.62	68790.35
Accountant	Bi-monthly	1847.62	1940.00	2037.00	2138.85	2245.79	2358.08	2475.99	2599.79	2729.78	2866.26
Lead Entity Coordinator	Hourly	21.32	22.38	23.50	24.68	25.91	27.21	28.57	30.00	31.50	33.07
Habitat Specialist											
Agricultural Outreach Specialist											
Program Manager	Annual	49622.14	52103.25	54708.41	57443.83	60316.02	63331.82	66498.40	69823.33	73314.49	76980.22
	Bi-monthly	2067.59	2170.97	2279.52	2393.49	2513.17	2638.83	2770.77	2909.31	3054.77	3207.51
	Hourly	23.86	25.05	26.30	27.62	29.00	30.45	31.97	33.57	35.25	37.01
Senior Program Manager	Annual	69121.36	72759.33	76588.76	80619.75	84862.90	89106.04	93561.34	98239.41	103151.38	108308.95
Deputy Director	Bi-monthly	2880.06	3031.64	3191.20	3359.16	3535.95	3712.75	3898.39	4093.31	4297.97	4512.87
	Hourly	33.23	34.98	36.82	38.76	40.80	42.84	44.98	47.23	49.59	52.07

TCD Counterproposal 11.26.2019

Exhibit A

Appendix B

TCD SALARY TABLE		EFFECTIVE January 1 2021 RATES : 2.8% COLA increase									
Position Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Administrative Assistant	Annual	32597.41	34227.29	35938.66	37735.59	39622.37	41603.48	43683.65	45878.83	48161.23	50569.29
Program Assistant	Bi-monthly	1358.23	1426.14	1497.44	1572.32	1650.93	1733.48	1820.15	1911.16	2006.72	2107.05
	Hourly	15.67	16.46	17.28	18.14	19.05	20.00	21.00	22.05	23.15	24.31
Natural Resource Technician	Annual	36369.13	38187.59	40096.97	42101.82	44206.91	46417.26	48738.12	51175.03	53733.78	56420.46
SSGREEN Coordinator	Bi-monthly	1515.38	1591.15	1670.71	1754.24	1841.95	1934.05	2030.75	2132.29	2238.91	2350.85
Habitat Technician	Hourly	17.49	18.36	19.28	20.24	21.25	22.32	23.43	24.60	25.83	27.13
Education/Outreach Coordinator											
Natural Resource Specialist	Annual	45584.48	47863.70	50256.88	52769.72	55408.21	58178.62	61087.55	64141.93	67349.03	70716.48
Accountant	Bi-monthly	1899.35	1994.32	2094.04	2198.74	2308.68	2424.11	2545.31	2672.58	2806.21	2946.52
Lead Entity Coordinator	Hourly	21.92	23.01	24.16	25.37	26.64	27.97	29.37	30.84	32.38	34.00
Habitat Specialist											
Agricultural Outreach Specialist											
Program Manager	Annual	51011.56	53562.14	56240.24	59052.26	62004.87	65105.11	68360.36	71778.38	75367.29	79135.66
	Bi-monthly	2125.48	2231.76	2343.34	2460.51	2583.54	2712.71	2848.35	2990.77	3140.30	3297.32
	Hourly	24.52	25.75	27.04	28.39	29.81	31.30	32.87	34.51	36.23	38.05
Senior Program Manager, Deputy	Annual	71056.76	74796.59	78733.25	82877.10	87239.06	91601.01	96181.06	100990.11	106039.62	111341.60
Director	Bi-monthly	2960.70	3116.52	3280.55	3453.21	3634.96	3816.71	4007.54	4207.92	4418.32	4639.23
	Hourly	34.16	35.96	37.85	39.84	41.94	44.04	46.24	48.55	50.98	53.53

TCD Counterproposal 11.26.2019

Exhibit B

TCD-WFSE
TCD Counter Proposal
Shared Governance MOU
Date: 11.26.2019

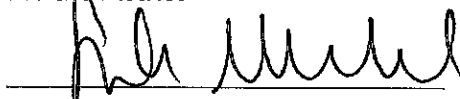
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WASHINGTON FEDERATION OF STATE EMPLOYEES
AND
THURSTON CONSERVATION DISTRICT

POSITION REVIEW

By December 31st, 2020, all positions with an incumbent will be reviewed for appropriateness of the position's placement on the TCD Salary Schedule, as part of the established employee evaluation process as defined in article XX.

Dated November 26, 2019

For the District



Sarah Moorehead, TCD

For the Union



Mark Hamilton, WFSE