



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

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2 **2.1** Under this Agreement, neither party will discriminate against employees on the basis of  
3 religion, age, sex, status as a ~~breastfeeding mother~~lactating employee~~breast/chest feeding~~  
4 employee, pregnancy, marital status, race (including traits historically associated or  
5 perceived to be associated with race such as, but not limited to, hair texture and protective  
6 hairstyles), color, creed, national origin, citizenship or immigration status, political  
7 affiliation, military status, status as an honorably discharged veteran, a disabled veteran or  
8 Vietnam era veteran, sexual orientation, gender identity, gender expression, any real or  
9 perceived sensory, mental or physical disability, use of a trained guide or service animal  
10 by a person with a disability, genetic information, HIV/AIDS or Hepatitis C status, status  
11 as an actual or perceived victim of domestic violence, sexual assault, or stalking, because  
12 of the participation or lack of participation in union activities, or any other legally protected  
13 class. Bona fide occupational qualifications based on the above traits do not violate this  
14 Section.

15 **2.2** Employees who feel they have been the subjects of discrimination are encouraged to  
16 discuss such issues with their supervisor or other management staff, or file a complaint in  
17 accordance with the Employer's policy. In cases where an employee files both a grievance  
18 and an internal complaint regarding the same alleged discrimination, the grievance will be  
19 ~~suspended~~ until the internal complaint process has been completed. Following completion  
20 of the internal complaint process, the Union may request the grievance process be  
21 continued. Such request must be made within fourteen (14) calendar days of the employee  
22 and Union being notified, in writing, of the findings of the internal complaint.

23 **2.3** Both parties agree that unlawful harassment will not be tolerated.

24 **2.4** Both parties agree that nothing in this Agreement will prevent the implementation of an  
25 approved affirmative action plan.

26 **2.5** Both parties agree that nothing in this Agreement will prevent an employee from filing a  
27 complaint with the Washington State Human Rights Commission, Department of  
28 Education's Office for Civil Rights, or the Equal Employment Opportunity Commission.  
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32 Agreed this 19<sup>th</sup> day of September, 2024

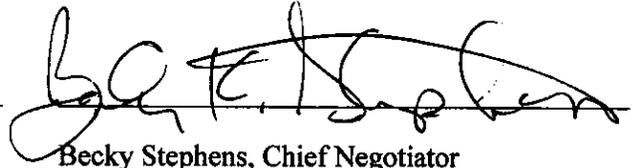
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**ARTICLE 3**

**WORKPLACE BEHAVIOR**

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

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

**3.3** Retaliation against employees who make a workplace behavior complaint and witnesses who provide information will not be tolerated.

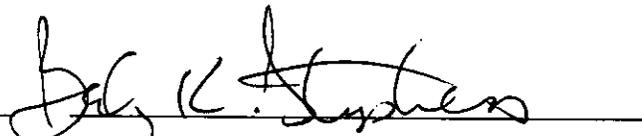
29 3.4 Substantive aspects of this article are not subject to the grievance procedure. Procedural  
30 aspects of this article are subject to Step 3 of the grievance procedure only. To determine  
31 if procedural aspects have been met, the Employer may provide a summary of actions taken  
32 upon request. No other grievance steps apply.  
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35 Agreed this 19<sup>th</sup> day of September, 2024  
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- 27 D. A transfer candidate is an employee who applies for appointment with the  
28 Employer to a position in the same class, same class on a different shift or to a  
29 different class with the same salary range maximum.
- 30 E. A voluntary demotion candidate is an employee who applies for appointment with  
31 the Employer to a class with a lower salary range maximum.
- 32 F. The Employer will establish an application process for internal promotions,  
33 transfers and voluntary demotions. Consideration will be limited to employees who  
34 have the skills and abilities required for a position.

## 35 4.2 Types of Appointment

### 36 A. Regular Employment

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

### 39 B. Cyclic Year Employment

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

47 When additional work is required of a cyclic position during a period for which the  
48 position was scheduled for leave without pay, the temporary work will be offered  
49 to the incumbent. The incumbent will be allowed at least ~~three~~ five (5) working  
50 days in which to accept or decline the offer. Should the incumbent decline the  
51 work, it will be offered to other cyclic employees, in the same classification or a

52 higher classification in the same class series, with the necessary skills and abilities,  
53 in order of seniority, before being filled by other means. If the position has a lower  
54 salary range maximum, the cyclic employee will be placed in the new range at a  
55 salary equal to their previous base salary. If the previous base salary exceeds the  
56 new range, the employee's base salary will be set equal to the new range maximum.

57 C. Project Employment

58 1. The Employer may appoint employees into project positions for which  
59 employment is contingent upon state, federal, local, grant, or other special  
60 funding of specific and of time-limited duration or when a classified  
61 employee is on approved leave without pay to accept a temporary exempt  
62 appointment with the Employer in accordance with Article 19.2 H. The  
63 Employer will notify the employees, in writing, of the expected ending date  
64 of the project employment.

65 2. Employees who have entered into project employment without previously  
66 attaining permanent status will serve a probationary period. Employees will  
67 gain permanent project status upon successful completion of their  
68 probationary period.

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

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

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

- 78 4. When the Employer converts a project appointment into a permanent  
79 appointment, the employee will serve a probationary or trial service period.
- 80 5. The layoff and recall rights of project employees will be in accordance with  
81 the provisions in Article 35, Layoff and Recall.

82 D. In-Training Employment

- 83 1. The Employer may designate specific positions, groups of positions, or all  
84 positions in a job classification or series as in-training. The Employer will  
85 document the training program, including a description and length of the  
86 program. The Employer will discuss any proposed in-training series at a  
87 Union-Management Communication Committee meeting prior to  
88 implementation.
- 89 2. A candidate who is initially hired into an in-training position must  
90 successfully complete the job requirements of the appointment. The  
91 Employer may separate from classified service any employee who has  
92 completed the probationary period for an in-training appointment but does  
93 not successfully complete the subsequent trial service periods required by  
94 the in-training program. Employees who are not successful may be  
95 separated at any time with three (3) working days' notice from the  
96 Employer.
- 97 If the Employer fails to provide three (3) working days' notice, the  
98 separation will stand and the employee will be entitled to payment of salary  
99 for up to three (3) working days, which the employee would have worked  
100 had notice been given. Under no circumstances will notice deficiencies  
101 result in an employee gaining status in the in-training position. The  
102 separation of an employee will not be subject to the grievance procedure in  
103 Article 30, Grievance Procedure.

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

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

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

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

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

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

130 E. Other Employment

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

- 134 1. Maintain their established periodic increment date in accordance with  
135 Article 43.7;
- 136
- 137 2. Accrue vacation leave in accordance with Article 11.3; and
- 138
- 139 3. Have reemployment rights in accordance with Article 19.4.
- 140

141 **4.3 Employee Status**

142 A. Classified Service

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

146 B. Job Classification

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

150 **4.4 Certification of Applicants**

151 The Employer will determine the number of applicants to be certified to the hiring official  
152 for consideration. All employees on the internal layoff list for the classification, and all  
153 promotional, transfer and voluntary demotion candidates, who have the skills and abilities

154 to perform the duties of the position will be certified and will be considered by the  
155 Employer, prior to consideration of other candidates.

156 **4.5 Review Periods**

157 A. Probationary Period

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

164 2. The Employer will communicate and document expectations and  
165 performance as per Article 6, Performance Evaluation. The Employer may  
166 separate a probationary employee at any time during the probationary  
167 period, whether or not the Employer has evaluated the probationary  
168 employee. The Employer will provide the employee one (1) working days'  
169 written notice prior to the effective date of the separation.

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

176 3. The Employer will extend a full-time employee's probationary period, on a  
177 day-for-a-day basis, for any day(s) that the employee is on leave without  
178 pay or shared leave, except for leave taken for military service. Employees  
179 working less than full-time will have their probationary period extended, on

180 a day-for-day basis, on the same proportional basis that their appointment  
181 bears to full-time appointment. When an employee's probationary period  
182 is extended, the Employer will provide written notice indicating the basis  
183 for the extension and attendance, training, and performance expectations, if  
184 applicable.

185 4. An employee who transfers, promotes or voluntarily demotes prior to  
186 completing their initial probationary period will serve a new probationary  
187 period. The length of the new probationary period will be in accordance  
188 with Subsection 4.5 A.1 unless adjusted by the Employer for time already  
189 served in probationary status. In no case, however, will the total  
190 probationary period be less than six (6) consecutive months.

191 B. Trial Service Period

192 1. Except for those employees in an in-training appointment, all other  
193 employees with permanent status who are promoted, or who voluntarily  
194 accept a transfer or demotion into a job classification for which they have  
195 not previously attained permanent status, or who moves to a different  
196 position within their current job classification that requires different skills  
197 and abilities will serve a trial service period of six (6) consecutive months.

198 Employees in an in-training appointment will follow the provisions of  
199 Article 4.2 D. The Employer may extend the trial service period for an  
200 individual employee or for all employees in a class as long as the extension  
201 does not cause the total trial service period to exceed twelve (12) months.

202 2. Any employee serving a trial service period will have their trial service  
203 period extended, on a day-for-a-day basis, for any day(s) that the employee  
204 is on leave without pay or shared leave, except for leave taken for military  
205 service. When an employee's trial service period is extended, the Employer

206 will provide written notice indicating the basis for the extension and  
207 attendance, training, and performance expectations, if applicable.

208 3. With three (3) working days' written notice by the Employer, an employee  
209 who does not successfully complete their trial service period will be offered  
210 a funded position that is:

211 a. Vacant and is within the trial service employee's previously held job  
212 classification; or

213 b. Vacant at or below the employee's previous salary range.

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

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

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

229 5. An employee serving a trial service period may voluntarily revert to the  
230 employee's former position within fifteen (15) calendar days after the  
231 appointment, provided that the position has not been filled or an offer has

232 not been made to an applicant. The Employer may consider requests after  
233 the fifteen (15) day period. After fifteen (15) days, an employee serving a  
234 trial service period may voluntarily revert at any time to a vacant position  
235 with the Employer that is:

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

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

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

243 C. Transition Review Period

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

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248 Agreed this 19<sup>th</sup> day of September, 2024

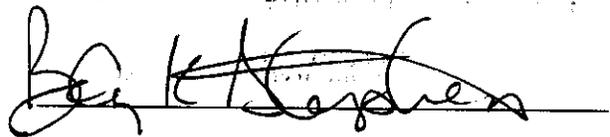
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22 A regularly re-occurring period of one hundred and sixty-eight (168) hours  
23 consisting of seven (7) consecutive twenty-four (24) hour periods. Workweeks will  
24 begin at 12:00 a.m. on Sunday and end at 12:00 midnight the following Saturday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

28 **7.2 Determination**

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

33 **7.3 Overtime-Eligible Employees**

34 A. Work Schedules

35 1. Regular Work Schedules

36 The regular work schedule for overtime-eligible employees will not be more  
37 than forty (40) hours in a workweek, with two (2) consecutive days off and  
38 starting and ending times as determined by the requirements of the position  
39 and the Employer. The Employer may adjust the regular work schedule  
40 with prior notice to the employee. If the Employer extends an employee's  
41 daily work schedule by more than two (2) hours on any given day, the  
42 Employer will not adjust another workday or the employee's workweek to  
43 avoid payment of overtime. This provision will not apply when an  
44 employee requests to adjust their hours within the workweek and works no  
45 more than forty (40) hours within the workweek.

46 2. Alternate Work Schedules

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

56 B. Schedule Changes

57 1. Temporary Schedule Changes

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

69 2. Permanent Schedule Changes

70 Employees' workweeks and work schedules may be permanently changed  
71 with prior documented written work schedule change notice from the  
72 Employer and a copy provided to the employee. Overtime-eligible  
73 employees will receive fourteen (14) calendar days' written notice of a

74 permanent schedule change. The day notification is given is considered the  
75 first day of notice. Notice will normally be given to the affected employees  
76 during their scheduled working hours. If an affected employee is on  
77 extended leave, notice may be sent to the employee's last known address.  
78 Adjustments in the hours of work of daily work shifts during a workweek  
79 do not constitute a permanent schedule change.

80 3. Emergency Schedule Changes

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

84 4. Employee-Requested Schedule Changes

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

89 C. Home Phone Calls

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

93 ~~ding Se~~ D. Shift Bidding Within Building Services and Police Dispatch

94 A regular employee in shift work assignments within Building Services and Police  
95 Dispatch who has successfully completed a probationary, trial service or transition  
96 review period may express their interest to the Employer in having particular work  
97 shifts. When a position is going to be filled on a permanent basis, the Employer  
98 will determine whether any employees have expressed an interest in that shift.

99 Employees with the highest seniority, as defined in Article 39, Seniority, will  
100 receive their choice of shifts when comparable duties are involved and the  
101 employee has the skills and abilities necessary to perform the duties of the position.

102 1. Components of Shift Bid Request

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

109 2. Submittal and Withdrawal of Bids

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

116 3. Refusal of Shift Bid Request

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

119 a. The employee has documented attendance or performance  
120 problems.

121 b. The employee has been awarded a bid within the last six (6) months.  
122 The six (6) month period will begin on the first day the employee is  
123 assigned to the new shift.

124 4. Reassignment from a Bid Position

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

129 **7.4 Workload**

130 A. If an employee believes their workload is not achievable within the worktime  
131 authorized by the Employer, the employee may seek the assistance of their  
132 immediate supervisor. The immediate supervisor is responsible for providing the  
133 employee with direction and guidance that may include the setting of priorities,  
134 adjustment of work, or other actions that will assist the employee in the  
135 accomplishment of their work assignments.

136  
137 B. If the employee still has workload concerns after discussions with their immediate  
138 supervisor, the employee may raise these concerns to their appointing authority or  
139 designee.

140  
141 C. Section 7.4 is not subject to Article 30, Grievance Procedure.

142

143 **7.5 Overtime-Eligible Employees Unpaid Meal Periods**

144 The Employer and the Union agree to unpaid meal periods that vary from and supersede  
145 the unpaid meal period requirements required by WAC 296-126-092. Unpaid meal periods  
146 for employees working more than five (5) consecutive hours, if entitled, will be a minimum  
147 of thirty (30) minutes and will be scheduled as close to the middle of the work shift as  
148 possible, taking into account the Employer's work requirements and the employee's  
149 wishes. Employees working three (3) or more hours longer than a normal workday will be  
150 allowed an additional thirty (30) minute unpaid meal period. When an employee's unpaid

151 meal period is interrupted by work duties, the employee will be allowed to resume their  
152 unpaid meal period following the interruption, if possible, to complete the unpaid meal  
153 period. In the event an employee is unable to complete the unpaid meal period due to  
154 operational necessity, the employee will be entitled to compensation, which will be  
155 computed based on the actual number of minutes worked within the unpaid meal period.  
156 A portion of an unpaid meal period may occasionally be used for late arrival or early  
157 departure from work when approved by the supervisor and the remaining portion of the  
158 unpaid meal period is a minimum of thirty (30) minutes. Meal and rest periods will not be  
159 combined.

160 **7.6 Overtime-Eligible Employees Paid Meal Periods for Straight Shift Schedules**

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

166 **7.7 Overtime-Eligible Employees Rest Periods**

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

175 **7.8 Overtime-Eligible Employees - Positive Time Reporting**

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

179 **7.9 Overtime-Exempt Employees**

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

186 A. The Employer determines the products, services, and standards which must be met  
187 by overtime-exempt employees.

188 B. Overtime-exempt employees are expected to work as many hours as necessary to  
189 accomplish their assignments or fulfill their responsibilities and must respond to  
190 directions from management to complete work assignments by specific deadlines.  
191 Full-time overtime-exempt employees are expected to work a minimum of forty  
192 (40) hours in a workweek and part-time overtime-exempt employees are expected  
193 to work proportionate hours. Overtime-exempt employees may be required to work  
194 specific hours to provide services, when deemed necessary by the Employer.

195 C. The salary paid to overtime-exempt employees is full compensation for all hours  
196 worked.

197 D. Overtime-exempt employees are not authorized to receive any form of overtime  
198 compensation, formal or informal.

199 E. The appointing authority or their designee may approve overtime-exempt employee  
200 absences with pay for extraordinary or excessive hours worked, without charging  
201 leave.

202 F. If they give notification and receive the Employer's concurrence, overtime-exempt  
203 employees may alter their work hours. Employees are responsible for keeping  
204 management apprised of their schedules and their whereabouts.

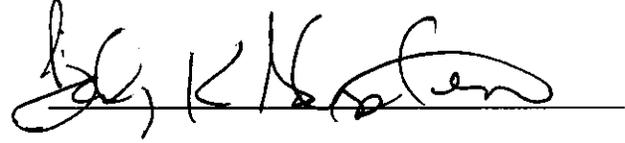
205 G. Prior approval from the Employer for the use of paid or unpaid leave for absences  
206 of two (2) or more hours is required, except for unanticipated sick leave.  
207

208  
209 Agreed this 10<sup>th</sup> day of September, 2024

211 The Evergreen State College

Washington Federation of State Employees

212  
213 

212  
213 

214 Laurel R. Uznanski, Chief Negotiator

Becky Stephens, Chief Negotiator

215



24 7. Any other paid time not listed below.

25 D. Work for overtime purposes does not include:

26 1. Shared leave;

27 2. Leave without pay;

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

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

30 **8.2 Overtime Eligibility and Compensation**

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

36 **8.3 General Provisions**

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

40 B. The Employer will first attempt to meet its overtime requirements on a voluntary  
41 basis with qualified employees who are currently working. In the event there are  
42 not enough employees volunteering to work, the supervisor may require employees  
43 to work overtime. The supervisor will give as much advance notice as possible to  
44 employees and consider an employee's personal and family needs prior to requiring  
45 overtime. There will be no pyramiding of overtime.

46 C. If an employee was not offered overtime for which the employee was qualified, the  
47 employee will be offered the next available overtime opportunity for which they  
48 are qualified.

49 **8.4 Compensatory Time for Overtime-Eligible Employees**

50 A. Compensatory Time Eligibility

51 The Employer may grant compensatory time in lieu of cash payment for overtime  
52 to an overtime-eligible employee, upon agreement between the Employer and the  
53 employee. Compensatory time must be granted at the rate of one and one-half (1-  
54 1/2) hours of compensatory time for each hour of overtime worked.

55 B. Maximum Compensatory Time

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

58 C. Compensatory Time Use

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

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

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

70 D. Compensatory Time Cash Out

71 1. All compensatory time must be used by June 30th of each year. If  
72 compensatory time balances are not scheduled to be used by the employee  
73 by April of each year, the supervisor will contact the employee to review  
74 the employee's schedule. The employee's compensatory time balance will  
75 be cashed out at their regular rate of pay every June 30th or when the  
76 employee separates from the Employer. The Employer may continue its  
77 current practice with respect to compensatory time cash out when the  
78 employee transfers to another position.

79 2. As an exception to 8.4 D.1 above, an appointing authority or their designee  
80 may allow an employee to carry forward up to twenty-four (24) hours of  
81 compensatory time past June 30th when the compensatory time was earned  
82 during the months of May and June and the employee's workload does not  
83 allow them to take time off.

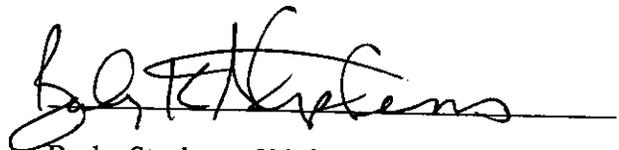
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86 Agreed this 19<sup>th</sup> day of September 2024

87  
88 The Evergreen State College

Washington Federation of State Employees

89  
90 

91 Laurel R. Uznanski, Chief Negotiator

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91 Becky Stephens, Chief Negotiator

92



28 Agreement. The Employer will provide an employee paid release time on one (1)  
29 occasion for up to four (4) hours to attend the union-offered training. The employee  
30 must obtain prior approval from their supervisor before attending the training  
31 related to this Agreement by submitting a leave request for union paid release time.

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

34 **9.4 Training and Professional Development Opportunities**

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

44 **9.5 Educational Benefits**

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

49

50 A. Tuition Waivers

51

52 1. Space –Available Tuition Waiver

53 The Employer will permit the waiver of tuition for up to four (4) credit hours  
54 per quarter in undergraduate curriculum or graduate-level courses, on a

55 space-available basis, provided that the employee pays a one hundred dollar  
56 (\$100.00) fee each quarter the benefit is used.

57

58 2. Employee 50% Operating Fee Tuition Waiver

59 Degree-seeking, permanent status employees who wish to enroll for more  
60 than four (4) credits per quarter, or who otherwise want to enroll beyond the  
61 parameters of the space-available tuition waiver, are eligible for the  
62 employee 50% operating fee waiver. The details of this program are located  
63 in the Employer's employee 50% operating fee waiver policy.

64

65 B. Release Time

66

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

73

74 **9.6 New Employee Orientation/On-Boarding and Access to New Employees**

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

78

79 1. Access to new employees will occur within ninety (90) calendar days of the  
80 employee's start date in the bargaining unit,

81

82 2. During the new employee's regular work hours, and

83

84 3. At the employee's regular worksite (i.e., the Olympia Campus or the  
85 Tacoma Program).

86  
87 B. When the Employer provides an in-person formal or informal new employee  
88 orientation program, the Union will be provided access to new employees during  
89 the formal or informal new employee orientation in accordance with Article 9.6 A  
90 above.

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

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

98  
99 Agreed this 13<sup>th</sup> day of August, 2024

100  
101 The Evergreen State College

Washington Federation of State Employees

102  
103 Laurel R. Uznanski

102  
103 Becky Stephens

104 Laurel R. Uznanski, Chief Negotiator

104 Becky Stephens, Chief Negotiator

105

106

**ARTICLE 11**

**VACATION LEAVE**

1  
2  
3  
4 **11.1** Employees will retain and carry forward any eligible and unused vacation leave that was  
5 accrued prior to the effective date of this Agreement.  
6

7 **11.2 Vacation Leave Credits**

8 A. Full-time and part-time employees will be credited with vacation leave accrued  
9 monthly, according to the vacation leave accrual in Article 11.3 and the rate  
10 schedule in Article 11.4.

11 B. Any employee who brings an accrued vacation leave balance from another state  
12 agency or institution may, with supervisor approval, use the previously accrued  
13 vacation leave during the probationary review period.

14 **11.3 Vacation Leave Accrual**

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

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

19 B. Employees hired the 1<sup>st</sup> through the 15<sup>th</sup> of the month will receive the vacation leave  
20 accrual credit for that month. Employees hired on the 16<sup>th</sup> through the end of the  
21 month will not receive a vacation leave accrual credit for that month.

22 C. Employees who separate from employment with the Employer between the 1<sup>st</sup>  
23 through the 15<sup>th</sup> of the month will not receive a vacation leave accrual for that  
24 month. Employees who separate from employment with the Employer between the

25 16<sup>th</sup> through the end of the month will receive the vacation leave accrual credit for  
 26 that month.

27 D. Vacation leave will not accrue during leave without pay that exceeds eighty (80)  
 28 hours in any calendar month, nor will credit be given toward the rate of vacation  
 29 leave accrual except during military leave without pay. Employees working less  
 30 than a full-time schedule will not accrue vacation leave during leave without pay  
 31 that exceeds the amount that is the same proportional basis that their appointment  
 32 bears to a full-time appointment.

33 E. The scheduled period of cyclic year position leave without pay will not be deducted  
 34 for purposes of computing the rate of vacation leave accrual for cyclic year  
 35 employees.

36 E. Vacation leave accruals for the prior calendar month will be credited and available  
 37 for employee use on the last day of that calendar month.

38 **11.4 Vacation Leave Accrual Rate Schedule**

39 The parties agree to "me too" the agreement reached at the State of Washington/OFM  
 40 LRO and WFSE negotiations table regarding vacation leave accrual rates.  
 41

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Full Years of Service	Monthly Rates	Hours Per Year
During the first and second year of current continuous state employment	9 hrs, 20 min	One hundred twelve (112)
During the third year of continuous state employment	10 hrs	One hundred twenty (120)
During the fourth year of current continuous state employment	10 hrs, 40 mins	One hundred twenty-eight (128)
During the fifth and sixth years of total state employment	11 hrs, 20 mins	One hundred thirty-six (136)

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

42

43 **11.5 Vacation Scheduling for 24/7 Operations**

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

48 **11.6 Vacation Scheduling for All Employees**

49 A. Vacation leave will be charged in the amount actually used by the employee.

50 B. When considering requests for vacation leave the Employer will take into account  
 51 the desires of the employee but may require that leave be taken at a time appropriate  
 52 to business and customer service needs.

53 C. An employee will not request or be authorized to take scheduled vacation leave if  
54 the employee will not have sufficient vacation leave to cover such absence at the  
55 time the leave will commence.

56 D. Vacation leave will be approved or denied within ten (10) calendar days of the  
57 request. If the leave is denied, a reason will be provided in writing.

58 **11.7 Family Care**

59 Employees may use vacation leave for care of family members as required by the Family  
60 Care Act, WAC 296-130.

61 **11.8 Military Family Leave**

62 Employees may use vacation leave for leave as required by the Military Family Leave Act,  
63 RCW 49.77 and in accordance with Article 19.13.

64 **11.9 Domestic Violence Leave**

65 Employees may use vacation leave for leave as required by the Domestic Violence Leave  
66 Act, RCW 49.76.

67 **11.10 Health Emergency Labor Standards Act (HELSA) Leave**

68 Employees may use vacation leave when a high-risk employee, as defined in RCW  
69 49.17.062, seeks reasonable accommodation and the Employer determines that leave is the  
70 only available reasonable accommodation, until completion of the public health emergency  
71 or another accommodation is made available.

72 **11.11 Legislative Service Leave**

73 Employees may use vacation leave in order to perform any official duty as a member of  
74 the Washington state legislature during regular and special legislative sessions in  
75 accordance with RCW 49.100.

76 **11.12 Use of Vacation Leave for Sick Leave Purposes**

77 The Employer may allow an employee who has used all of their sick leave to use vacation  
78 leave for sick leave purposes as provided in Article 12.2 A. An employee who has used  
79 all of their sick leave may use vacation leave for sick leave purposes as provided in Article  
80 12.2 B – J.

81 **11.13 Emergency Childcare and Eldercare**

82 Employees may use vacation leave for childcare and eldercare emergencies after the  
83 employee has exhausted all of their accrued compensatory time. Use of vacation leave and  
84 sick leave for emergency childcare and eldercare is limited to a combined maximum of  
85 four (4) workdays per calendar year.

86 **11.14 Vacation Cancellation**

87 Should the Employer be required to cancel scheduled vacation leave because of an  
88 emergency or exceptional business needs, affected employees will upon employee request,  
89 be notified of the reason(s) for the cancellation, in writing. The employee may select new  
90 vacation leave from available dates. In the event the affected employee has incurred non-  
91 refundable, out-of-pocket vacation expense, the employee will normally be reimbursed by  
92 the Employer, if the Employer has previously approved the employee's vacation leave  
93 request and if the employee has an adequate leave balance at the time of the vacation to  
94 take the vacation.

95 In those cases where an employee will not have sufficient vacation leave to cover the  
96 absence at the time it is scheduled to commence, the Employer may cancel the approved  
97 vacation or authorize leave without pay.

98 **11.15 Vacation Leave Maximum**

99 Employees may accumulate maximum vacation leave balances not to exceed two hundred  
100 and ~~forty-eighty~~ (240280) hours. However, there are two (2) exceptions that allow vacation  
101 leave to accumulate above the maximum:

102 A. If an employee's request for vacation leave is denied by the Employer, and the  
103 employee is close to the vacation leave maximum, the Employer will grant an  
104 extension for each month that the Employer must defer the employee's request for  
105 vacation leave.

106 B. An employee may also accumulate vacation leave days in excess of two hundred  
107 and ~~forty-eighty~~ (240280) hours as long as the employee uses the excess balance  
108 prior to the employee's anniversary date. Any leave in excess of the maximum that  
109 is not deferred in advance of its accrual as described above, will be lost on the  
110 employee's anniversary date.

111 **11.16 Separation**

112 Any employee who has been employed for at least six (6) continuous months will be  
113 entitled to:

- 114 A. Payment of vacation leave credits when they:
- 115 i. Resign with adequate notice and will have a break in service because they  
116 have not accepted employment with another state agency or institution;
  - 117 ii. Retire;
- 118  
119  
120





28 ~~and/or~~ 12.1 B ~~and/or~~ 12.1 C above, will accrue sick leave at a ratio of one (1) hour  
29 of sick leave for every forty (40) hours worked.

30  
31 D.E. Sick leave accruals for the calendar month will be credited and available for  
32 employee use on the last day of that calendar month.

33  
34 **12.2 Sick Leave Use**

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

37  
38 A. A personal illness, injury or medical disability that prevents the employee from  
39 performing their job, or personal medical or dental appointments, and for reasons  
40 allowed under the Minimum Wage Requirements and Labor Standards, RCW  
41 49.46.210.

42  
43 B. Care of family members as allowed under RCW 49.46.210 and as required by the  
44 Family Care Act, WAC 296 130. Family members include biological, adoptive, de  
45 facto, or foster parent, stepparent, or legal guardian of an employee or the  
46 employee's spouse or registered domestic partner, or a person who stood in loco  
47 parentis when the employee was a ~~minor~~ child; sibling, spouse, registered domestic  
48 partner as defined by RCW 26.60.020 and RCW 26.60.030, grandparent,  
49 grandchild, or child, regardless of age or dependency status, including a biological,  
50 adopted or foster child, step child, a spouse's child, or a child to whom the employee  
51 stands in loco parentis, is a legal guardian, or is a de facto parent, and any individual  
52 who regularly resides in the employee's home or where the relationship creates an  
53 expectation that the employee care for the person and the individual depends on the  
54 employee's care. It does not include an individual who simply resides in the same  
55 home with no expectation that the employee care for the individual.

- 57 C. A death of any relative that requires the employee's absence from work. Relatives  
58 are defined for this purpose as spouse, significant other, registered domestic  
59 partner, ~~son, daughterchild,~~ grandchild, foster child, ~~son-in-law, daughter-in-law~~  
60 ~~child's spouse,~~ grandparent, parent, brother, sister, aunt, uncle, ~~piibling,~~ niece,  
61 nephew, ~~nibling,~~ first cousin, ~~brother-in-law, sistersibling-in-law,~~ and  
62 corresponding relatives of employee's spouse, significant other or registered  
63 domestic partner.  
64
- 65 D. In accordance with RCW 49.46.~~120210,~~ when an employee's place of business has  
66 been closed by order of a public health official for any health-related reason, or  
67 when an employee's child's school or place of care has been closed for such a  
68 ~~health-related reason or after the declaration of an emergency by a local or state~~  
69 ~~government or agency, or by the federal government.~~ Health-related reason, as  
70 defined in WAC 296-128-600(8), means a serious health concern that could result  
71 in bodily injury or exposure to an infectious agent, biological toxin, or hazardous  
72 material. Health-related reason does not include closure for inclement weather.  
73
- 74 E. Childcare and eldercare emergencies after the employee has exhausted all of their  
75 accrued compensatory time. Use of sick leave and vacation leave for emergency  
76 childcare and eldercare is limited to a combined maximum of four (4) days per  
77 calendar year.  
78
- 79 F. To make arrangements for extended care for a family member under the age of  
80 ~~eighteen (18) who has a health condition that requires treatment or supervision.~~  
81 ~~eighteen (18) who has a health condition that requires treatment or supervision.~~
- 82 G. Preventative health care appointments of family members, ~~significant others,~~  
83 ~~the household members, and registered domestic partners as defined in Article 12.2 B,~~  
84 ~~when the presence of the employee is required. A household member is defined as~~  
85 ~~persons who reside in the same household who have reciprocal duties to and do~~  
86 ~~provide financial support to one another. This term does not include persons~~

~~sharing the same house when the living style is primarily that of a dormitory or commune.~~

~~H. When an employee is absent from work to be with members of the employee's household, as defined in Article 12.2 G above, who experience an illness or injury.~~

H. Leave for Military Family Leave as required by RCW 49.77 and in accordance with Article 19.13.

J. Leave for Domestic Violence Leave as required by RCW 49.76.

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

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

**12.4 Restoration of Vacation Leave**

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

**12.5 Sick Leave Reporting, Certification, and Verification**

An employee must promptly notify their supervisor on the employee's first day of sick leave and each day after, unless there is mutual agreement to do otherwise. If an employee is in a position where a relief replacement is necessary if the employee is absent, the employee will notify their supervisor at least two (2) hours prior to their scheduled time to report to work (excluding leave taken in accordance with the Domestic Violence Act). If

117 the Employer has reason to suspect abuse, the Employer may require a written medical  
118 certificate for any sick leave absence, and will provide a written explanation to the  
119 employee of why the medical verification is required. An employee returning to work after  
120 any sick leave absence may be required to provide written certification from their health  
121 care provider that the employee is able to return to work and perform the essential functions  
122 of the job with or without reasonable accommodation.  
123

124 If medical certification or verification is required for employees in overtime-eligible  
125 positions, it shall be in accordance with the provisions of RCW 49.46.210, WAC 296-128,  
126 and this Agreement.  
127

128 **12.6 Sick Leave Annual Cash Out**

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

- 131
- 132 A. The employee's sick leave balance at the end of the previous calendar year exceeds  
133 four hundred eighty (480) hours;
  - 134
  - 135 B. The converted sick leave hours do not reduce the employee's previous calendar  
136 year sick leave balance below four hundred eighty (480) hours; and  
137
  - 138 C. The employee notifies Human Resource Services by January 31st that they would  
139 like to convert sick leave hours earned during the previous calendar year, minus  
140 any sick leave hours used during the previous year, to cash.

141

142 All converted hours will be deducted from the employee's sick leave balance.  
143

144 **12.7 Sick Leave Separation Cash Out for Retirement or Death**

145 At the time of retirement from state service or at death, an eligible employee or the  
146 employee's estate will receive cash for the employee's compensable sick leave balance on

147 a one (1) hour for four (4) hours basis. For the purposes of this Section, retirement will not  
148 include "vested out of service" employees who leave funds on deposit with the retirement  
149 system. At the time of retirement, the provisions of this section are subject to Article 45,  
150 Voluntary Employees' Beneficiary Associations (VEBAs).  
151

152 **12.8 Reemployment**

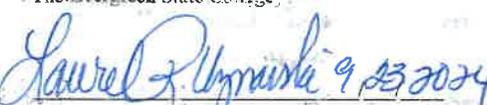
153 Former state employees who are reemployed within five (5) years of leaving state service  
154 will be granted all unused and unpaid sick leave credits they had at separation. If an  
155 employee is reemployed after retiring from state service, when the employee subsequently  
156 retires or dies, only unused sick leave accrued since the date of reemployment minus sick  
157 leave taken within the same period will be eligible for sick leave separation cash out, in  
158 accordance with 12.7 above.  
159

160 **12.9 Carry Forward and Transfer**

161 Employees will be allowed to carry forward, from year to year of service, any unused sick  
162 leave allowed under this provision, and will retain and carry forward any unused sick leave  
163 accumulated prior to the effective date of this Agreement. When an employee moves from  
164 one state of Washington employer to another, without a break in service, the employee's  
165 accrued sick leave will be transferred to the new employer for the employee's use.  
166

167 **TENTATIVE AGREEMENT REACHED**

168  
169 *An electronic signature to this Tentative Agreement shall be given effect as if it were an original*  
170 *signature.*

171 The Evergreen State College, Washington Federation of State Employees  
172  9/23/2024  
173  11  
174 Laurel R. Uznanski, Chief Negotiator Becky Stephens, Chief Negotiator  
175

**ARTICLE 13**  
**SHARED LEAVE**

**13.1 Shared Leave**

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

1. Has been called to service in the uniformed services;
2. Is responding to a state of emergency anywhere within the United States declared by the federal or state government;
3. Is taking parental leave to bond with their newborn, adoptive or foster child;
4. Is sick or temporarily disabled because of pregnancy;
5. Has been a victim of domestic violence, sexual assault, or stalking;
6. Is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition;
7. Is a current member of the uniformed services or is a veteran as defined under RCW 41.04.005, and is attending medical appointments or treatments for a service connected injury or disability; or

- 29 8. Is a spouse of a current member of the uniformed services or a veteran as  
30 defined under RCW 41.04.005, who is attending medical appointments or  
31 treatments for a service connected injury or disability and requires  
32 assistance while attending appointment or treatment.  
33

34 The Employer's shared leave program is administered by the Associate Vice  
35 President for Human Resource Services or their designee.  
36

37 B. For purposes of the leave sharing program, the following definitions apply:  
38

- 39 1. "Domestic violence" means physical harm, bodily injury, assault, or the  
40 infliction of fear of imminent physical harm, bodily injury, or assault,  
41 between family or household members as defined in RCW  
42 ~~26.50.010~~10.99.020; sexual assault of one family or household member by  
43 another family or household member; or stalking as defined in RCW  
44 9A.46.110 of one family or household member by another family or  
45 household member.  
46
- 47 2. "Employee" means any employee who is entitled to accrue sick leave or  
48 vacation leave and for whom accurate leave records are maintained.  
49
- 50 3. "Employee's relative" normally will be limited to the employee's spouse,  
51 state registered domestic partner as defined by RCW 26.60.020 and  
52 26.60.030, child, stepchild, grandchild, grandparent, or parent.  
53
- 54 4. "Household members" is defined as persons who reside in the same home  
55 who have reciprocal duties to and do provide financial support for one  
56 another. This term will include, but is not limited to, foster children and  
57 legal wards. The term does not include persons sharing the same general  
58 house when the living style is primarily that of a dormitory or commune.

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5. "Parental leave" means leave to bond and to care for a newborn child after birth or to bond and care for a child after placement for adoption or foster care, for a period of up to sixteen (16) weeks after the birth or placement.
6. "Pregnancy disability leave" means leave for pregnancy-related medical condition or miscarriage.
7. "Service in the uniformed services" means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time national guard duty including state-ordered active duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty.
8. "Severe" or "extraordinary" condition is defined as serious or extreme and/or life threatening.
9. "Sexual assault" has the same meaning as in RCW 70.125.030.
10. "Shortly deplete" is when an employee has forty (40) hours or less of vacation leave and sick leave.
11. "Stalking" has the same meaning as in RCW 9A.46.110.
12. "Uniformed services" means the armed forces, the army national guard, and the air national guard of any state, territory, commonwealth, possession, or district when engaged in active duty for training, inactive duty training, full-time national guard duty, or state active duty, the commissioned corps of

89 the public health service, the coast guard, and any other category of persons  
90 designated by the President of the United States in time of war or national  
91 emergency.

92  
93 13. "Victim" means a person against whom domestic violence, sexual assault,  
94 or stalking has been committed as defined in this Article.

95  
96 **13.2 Shared Leave Receipt**

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

99 A. The employee -

100  
101 1. suffers from, or has a relative or household member suffering from, an  
102 illness, injury, impairment, or physical or mental condition which is of an  
103 extraordinary or severe nature;

104  
105 2. has been called to service in the uniformed services;

106  
107 3. A state of emergency has been declared anywhere within the United States  
108 by the federal or any state government and the employee has the needed  
109 skills to assist in responding to an emergency or its aftermath and volunteers  
110 their services to either a governmental agency or to a nonprofit organization  
111 engaged in humanitarian relief in the devastated area, and the governmental  
112 agency or nonprofit organization accepts the employee's offer of volunteer  
113 services;

114  
115 4. is a victim of domestic violence, sexual assault, or stalking; or

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117 5. is taking parental leave and/or pregnancy disability leave.

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6. is a current member of the uniformed services or is a veteran as defined under RCW 41.04.005, and is attending medical appointments or treatments for a service connected injury or disability; or
  7. is a spouse of a current member of the uniformed services or a veteran as defined under RCW 41.04.005, who is attending medical appointments or treatments for a service connected injury or disability and requires assistance while attending appointments or treatment.
- B. The illness, injury, impairment, condition, call to service, emergency volunteer service, consequence of domestic violence, sexual assault, or stalking, or parental and/or pregnancy disability leave has caused, or is likely to cause, the employee to:
1. Go on leave without pay status; or
  2. Terminate state employment.
- C. The employee's absence and the use of shared leave are justified.
- D. The employee has depleted or will shortly deplete:
1. Vacation leave, sick leave and personal holiday if the employee qualifies under Subsection 13.2 A.1;
  2. Vacation leave and paid military leave allowed under RCW 38.40.060 if the employee qualifies under Subsection 13.2 A.2;
  3. Vacation leave or personal holiday if the employee qualifies under Subsections 13.2 A.3 or 13.2 A.4; or

148

149

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

150

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

153

154

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

155

156

157

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

158

159

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

160

161

### 162 **13.3 Shared Leave Use**

163

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

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

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

178  
179 B. The Employer will require the employee to submit, prior to approval or disapproval:

180 1. A medical certificate from a licensed physician or health care practitioner  
181 verifying the employee's required absence, the description of the medical  
182 problem, and expected date of return to work status for shared leave under  
183 13.2 A.1;

184 2. Verification of child birth or placement of adoption or foster care, or a  
185 medical certificate from a licensed physician or health care provider  
186 verifying the pregnancy disability when the employee is qualified under  
187 parental leave and/or pregnancy disability leave in Subsection 13.2 A.5.

188 3. A copy of the military orders verifying the employee's required absence for  
189 shared leave under 13.2 A.2; or

190 4. Proof of acceptance of an employee's offer to volunteer for either a  
191 governmental agency or a nonprofit organization during a declared state of  
192 emergency for shared leave under 13.2 A.3.

193 C. The Employer may require the employee to submit, prior to approval or  
194 disapproval, verification of the employee's status as a victim of domestic violence,  
195 sexual assault or stalking for shared leave under 13.2 A.4. Such verification will  
196 be in accordance with the Domestic Violence Leave Act, RCW 49.76 and may be  
197 one or more of the following:

198 1. An employee's own written statement;

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

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

203 D. Parental leave –

204

205 ~~Effective June 11, 2020,~~ P-parental leave received under this policy must be used  
206 within sixteen (16) weeks immediately after birth or placement. However, if an  
207 employee receiving parental leave also receives leave due to pregnancy disability,  
208 the parental leave may be taken in the sixteen (16) weeks immediately after the  
209 pregnancy disability leave has ended provided the parental leave is to be used  
210 within the first year of the child's life.

211

212 E. The Employer should consider other methods of accommodating the employee's  
213 needs, such as modified duty, modified hours, flex-time or special assignments in  
214 lieu of shared leave usage.

215

216 F. Donated leave may be transferred from employees within the same employer, or  
217 with the approval of the heads or designees of both higher education institutions,  
218 state agencies or school districts/educational service districts, to an employee of  
219 another higher education institution, state agency or school district/educational  
220 service district.

221

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

224

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

228

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

232  
233 J. The Employer will respond in writing to shared leave requests within fourteen (14)  
234 calendar days of receipt of a properly completed request.

235

236 **13.4 Leave Donation**

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

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

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

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

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

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

254 1. ~~That Any~~ portion of a personal holiday that is ~~accrued, donated as shared~~  
255 ~~leave~~ not used will be, ~~and then~~ returned during the same calendar year to  
256 the donating employee, ~~may be taken by the donating employee in full day~~  
257 ~~increment.~~

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

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

### 262 13.5 Shared Leave Administration

263 A. The calculation of the recipient's leave value will be in accordance with applicable  
264 Office of Financial Management (OFM) policies, regulations, and procedures. The  
265 leave received will be coded as shared leave and be maintained separately from all  
266 other leave balances. Employees under the qualifications listed in 13.2 A may retain  
267 and reserve up to forty (40) hours ~~each~~ of vacation leave and forty (40) hours of  
268 sick leave.

269  
270 B. An employee on leave transferred under these rules will continue to be classified  
271 as a state employee and will receive the same treatment in respect to salary, wages,  
272 and employee benefits as the employee would normally receive if using accrued  
273 vacation leave or sick leave.

274 C. All salary and wage payments made to employees while on leave transferred under  
275 these rules will be made by the agency/institution employing the person receiving  
276 the leave.

277 D. Where Employers have approved the transfer of leave by an employee of ~~one~~  
278 (1) another state agency, higher education /institution, or school district/educational  
279 service district to an employee of another state agency, higher education

280 ~~/institution, or school district/educational service district, the parties~~  
281 ~~agencies/institutions~~ involved will arrange for the transfer of funds and credit for  
282 the appropriate value of leave in accordance with Office of Financial Management  
283 (OFM) policies, regulations, and procedures.

284 E. Leave transferred under this Section will not be used in any calculation to determine  
285 ~~an agency's/institution's~~ the Employer's allocation of full-time equivalent staff  
286 positions.

287 F. Any shared leave no longer needed or will not be needed at a future time in  
288 connection with original injury or illness or for any other qualifying condition by  
289 the recipient as determined by the Employer, will be returned to the donor(s).  
290 Before returning unused leave:

- 291 1. The Employer will obtain a statement from the receiving employee's doctor  
292 verifying whether the employee's injury or illness is resolved; or
- 293 2. The employee must be released to regular employment; has not received  
294 additional medical treatment for their current condition or any other  
295 qualifying condition for at least six (6) months; and their doctor has  
296 declined, in writing, the employee's request for a statement indicating the  
297 employee's condition has been resolved.

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

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

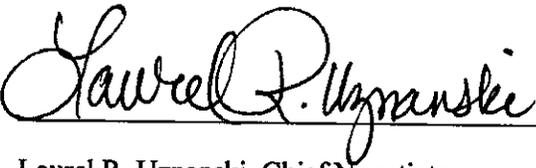
304 H. An employee who uses leave that is transferred under this Section will not be  
305 required to repay the value of the leave that they used.

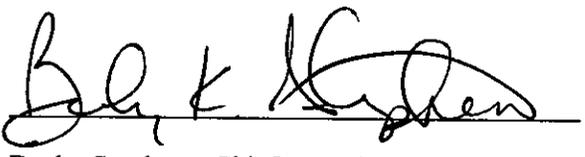
306 I. If a shared leave account is closed and an employee later has the need to use shared  
307 leave due to the same condition listed in the closed account, the Employer must  
308 approve a new shared leave request for the employee.

309  
310 Agreed this 19<sup>th</sup> day of September, 2024

311  
312 The Evergreen State College

Washington Federation of State Employees

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315 Laurel R. Uznanski, Chief Negotiator

Becky Stephens, Chief Negotiator

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**ARTICLE 15**

**FAMILY AND MEDICAL LEAVE**

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

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

Qualifying exigencies include attending certain military events, arranging for alternate childcare, addressing certain financial and legal arrangements,

27 attending certain counseling sessions, and attending post-deployment  
28 reintegration briefings.

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

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

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

43 B. Entitlement to family medical leave for the care of a newborn child or newly  
44 adopted or foster child ends twelve (12) months from the date of birth or the  
45 placement of the foster or adopted child.

46 C. The one thousand two hundred fifty (1,250) hour eligibility requirement noted  
47 above does not count paid time off such as time used as vacation leave, sick leave,  
48 personal holidays, compensatory time off, or shared leave.

49 15.2 The family medical leave entitlement period will be a rolling twelve (12) month period  
50 measured forward from the date an employee begins family medical leave. Each time an  
51 employee takes family medical leave during the twelve (12) month period, the leave will  
52 be subtracted from the twelve (12) workweeks of available leave.

53 **15.3** The Employer will continue the employee's existing employer-paid health insurance  
54 benefits during the period of leave covered by family medical leave. The employee will  
55 be required to pay the employee's share of health care premiums. The Employer may  
56 require an employee to exhaust all paid leave prior to using any leave without pay, except  
57 that the employee will be allowed to use eight (8) hours a month of accrued leave during  
58 each month to provide for the continuation of benefits as provided for by the Public  
59 Employees Benefit Board.

60 **15.4** The Employer has the authority to designate absences that meet the criteria of family  
61 medical leave.

62 A. The use of any paid or unpaid leave (excluding leave for compensable work-related  
63 illness or injury and compensatory time) for a family medical leave qualifying event  
64 will run concurrently with, not in addition to, the use of the family medical leave  
65 for that event. An employee, who meets the eligibility requirements listed in  
66 Section 15.1, may request family medical leave run concurrently with absences due  
67 to work-related illness or injury covered by workers' compensation at any time  
68 during the absence. Employees will not be required to exhaust all paid leave prior  
69 to using any leave without pay for a compensable work-related injury or illness.

70 B. An employee using paid leave during a family medical leave qualifying event must  
71 follow the notice and certification requirements relating to family medical leave  
72 usage in addition to any notice requirements relating to the paid leave.

73 **15.5 Parental Leave**

74 A. Parental leave will be granted to the employee for the purpose of bonding with the  
75 employee's natural newborn, adoptive or foster child. Parental leave may extend  
76 up to six (6) months, including time covered by family medical leave, during the  
77 first year after the child's birth or placement. Leave beyond the period covered by  
78 family medical leave and pregnancy disability may only be denied by the Employer

79 due to operational necessity. Such denial may be grieved beginning at the top  
80 internal step of the grievance procedure in Article 30, Grievance Procedure.

81 B. Parental leave may be a combination of the employee's accrued vacation leave, sick  
82 leave for pregnancy disability or other qualifying events, personal holiday,  
83 compensatory time, shared leave, or leave without pay. Parental leave may be taken  
84 on an intermittent or reduced schedule basis in accordance with Subsection 15.5 A.  
85 The combination and use of paid leave and unpaid leave is at the employee's choice.

86 **15.6 Pregnancy Disability Leave**

87 A. Leave for pregnancy or childbirth related disability is in addition to any leave  
88 granted under FMLA.

89 B. Pregnancy disability leave will be granted for the period of time an employee is  
90 sick or temporarily disabled because of pregnancy and/or childbirth. An employee  
91 must submit a written request for disability leave due to pregnancy and/or childbirth  
92 in accordance with Employer policy. An employee may be required to submit  
93 medical certification or verification for the period of the disability. Such leave due  
94 to pregnancy and/or childbirth may be a combination of sick leave, vacation leave,  
95 personal holiday, compensatory time, shared leave and leave without pay. The  
96 combination and use of paid and unpaid leave will be the choice of the employee.

97 **15.7** The Employer may require certification from the employee's, family member's, or covered  
98 service member's health care provider for the purpose of qualifying for family medical  
99 leave.

100 **15.8** Personal medical leave, serious health condition leave, or serious injury or illness leave  
101 covered by family medical leave may be taken intermittently or on a reduced schedule basis  
102 when certified as medically necessary. Employees must make reasonable efforts to  
103 schedule leave for planned medical treatment so as not to unduly disrupt the Employer's  
104 operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

105 **15.9** Upon returning to work after the employee's own family medical leave-qualifying illness,  
106 the employee may be required to provide a fitness for duty certificate from a health care  
107 provider.

108 **15.10** The employee will provide the Employer with not less than thirty (30) days' notice before  
109 family medical leave is to begin. If the need for the leave is unforeseeable thirty (30) days  
110 in advance, then the employee will provide such notice as is reasonable and practicable.

111 **15.11** An employee returning from family medical leave will have return rights in accordance  
112 with FMLA.

113 **15.12** Both parties agree that nothing in this Agreement will prevent an employee from filing a  
114 complaint regarding FMLA with the Department of Labor.

115 **15.13** Definitions used in this article will be in accordance with the FMLA. The parties recognize  
116 that the Department of Labor is working on further defining the amendments to FMLA.  
117 The Employer and the employees will comply with any existing and adopted state and  
118 federal family medical leave act regulations and/or interpretations in effect during the term  
119 of this Agreement.

120 **15.14 Washington Paid Family and Medical Leave Program (PFML)**  
121

122 **A.** The parties recognize that the Washington Family and Medical Leave (PFML)  
123 program (RCW 50A.04) is in effect and eligibility for and approval for leave for  
124 purposes as described under the Program shall be in accordance to RCW 50A.04.  
125 In the event the legislature amends all or part of the RCW 50A.04, those  
126 amendments are considered by the parties to be incorporated herein. In the event  
127 the legislature repeals all or part of RCW 50A.04, those provisions repealed are  
128 considered by the parties to be expired and no longer in effect upon the effective  
129 date of the repeal.  
130

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

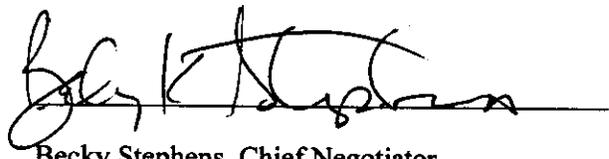
135  
136           **C.**     The Employment Security Department (ESD) administers the PFML program.  
137                   Subsection 15.14 of this Article is not subject to the grievance procedure.  
138

139  
140    Agreed this 19<sup>th</sup> day of September, 2024  
141

142    The Evergreen State College

Washington Federation of State Employees

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144    



145    Laurel R. Uznanski, Chief Negotiator

Becky Stephens, Chief Negotiator

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**ARTICLE 16**

**WORK-RELATED INJURY OR ILLNESS**

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

An employee who sustains a work-related illness or injury that is compensable under the state workers' compensation law may select time-loss compensation exclusively or leave payments in addition to time-loss compensation. Employees who take sick leave, vacation leave, or compensatory time during a period in which they receive time-loss compensation will receive full sick leave, vacation leave, or compensatory time pay in addition to any time-loss payments. In lieu of submitting a leave request and with prior approval from the supervisor, an employee suffering from a work-related injury or illness may be allowed to adjust their work schedule to attend needed medical appointments. Notwithstanding Section 19.1, of Article 19, Leave Without Pay, the Employer may separate an employee in accordance with Article 34, Reasonable Accommodation and Disability Separation.

Agreed this 7<sup>th</sup> day of August, 2024

The Evergreen State College

Laurel R. Uznanski

Laurel R. Uznanski, Chief Negotiator

Washington Federation of State Employees

Becky Stephens

Becky Stephens, Chief Negotiator

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

1 17.1 If the President or designee determines for any reason, including but not limited to, severe  
2 inclement weather or natural disaster, that the health, property or safety is jeopardized and  
3 it is advisable due to emergency conditions to suspend the operation of all or any portion  
4 of the college or operations, the Employer will notify employees in accordance with the  
5 Employer's notification procedures. Upon request, Human Resource Services will make  
6 the suspended operations written procedures available to an employee. The following will  
7 govern employees.

8 17.2 **Emergency-Essential Personnel**

9  
10 A. Due to the nature of their job responsibilities, all employees who are compensated  
11 as per Article 43.2, SP Pay Range Assignments, are considered **emergency-essential**  
12 personnel. Continuing service and working during a period of suspended  
13 operations is a basic requirement of emergency personnel; therefore, the provisions  
14 of Article 17, Suspended Operations, do not apply to these employees.

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16 B. If an essential personnel employee is unable to report to work due to the same set  
17 of conditions causing suspended operations, the essential personnel may discuss  
18 telework options with their supervisor. If telework is approved, the essential  
19 personnel employee will be compensated as per Section 17.5.

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20  
21 17.3 **Required Personnel**

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23 A. Required personnel are employees who are required to be physically present on the  
24 work site to perform work during suspended operations.  
25

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

31 ~~B.~~  
32 ~~C.~~ C. Required personnel will check-in with their supervisor for work  
33 assignments and direction during suspended operations (via in-person, team  
34 meeting, radio, phone, computer, etc.).

35  
36 **D.** Required personnel will receive two (2) times their regular pay for work performed  
37 on-site during a period of suspended operations.

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

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#### 41 17.4 Non-Required Personnel

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

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

- 49 1. Vacation leave;
- 50
- 51 2. Personal holiday;

52

53 3. Personal Leave;

54

55 4. Accrued compensatory time (where applicable);

56

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

60

61 6. Leave without pay; or

62

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

66

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

69

70 17.5 Any employee, including essential and required personnel, scheduled to work at a site other  
71 than the location(s) designated as being in suspended operations, such as but not limited to  
72 attending a conference or training and/or traveling for work, will receive their regular rate  
73 of pay for time worked.

74 17.6 Any overtime worked during suspended operations will be compensated according to  
75 Article 8, Cvertime.

76 17.7 An employee who is on approved leave for reasons other than the suspended operations  
77 will not have their leave restored upon notice of a suspended operations.

78 17.8 If the work location remains fully operational, the options listed in Subsection 17.4 B,  
79 above, will be made available to employees who are unable to report to work, must report

80 to work late, or are unable to remain at work due to severe inclement weather, conditions  
81 caused by severe inclement weather, or a natural disaster. In addition, employees may  
82 use sick leave for childcare or eldercare emergencies, if applicable, per Article 12.2 E.

83 17.9 During suspended operations when there are unsafe driving conditions or other hazards,  
84 the President or designee may allow off duty employees to remain at the college.

85

86 **TENTATIVE AGREEMENT REACHED**

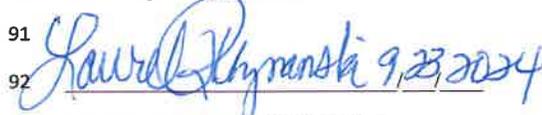
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88 *An electronic signature to this Tentative Agreement shall be given effect as if it were an original*  
89 *signature.*

90 The Evergreen State College

Washington Federation of State Employees

91

92  9,23,2024 

93 Laurel R. Uznanski, Chief Negotiator

Becky Stephens, Chief Negotiator

94



~~E. A household member is defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term does not include persons sharing the same house when the living style is primarily that of a dormitory or commune.~~

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~~F.~~ In the event of the death of an aunt, uncle, ~~pibling~~, niece, nephew, ~~nibling~~, siblings-in-law, first cousin, and corresponding relatives of the employee's spouse or domestic partner, the Employer will approve the employee's accrued paid leave for all deaths up to a total of five (5) days for each calendar year. Additional days may be approved by the Employer.

## 18.2 Employee Assistance Program

When approved in advance, employees will receive paid leave for up to three (3) visits per calendar year for assessment through the Employee Assistance Program. Leave may include reasonable travel time.

## 18.3 Jury Duty Leave

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

## 18.4 Interviews

A. Positions with the Employer

50 Paid leave will be granted for the purposes of taking an examination or interviewing  
51 for positions with the Employer. Employee-requested schedule changes may be  
52 granted in accordance with Article 7, Hours of Work, when taking an examination  
53 or interviewing.

54  
55 A. Positions with a Community College District, other State Higher Education  
56 Institutions or State Agencies

57  
58 With prior notice, paid leave of up to four (4) hours per fiscal year will be granted  
59 for travel, taking an examination and interviews with a community college district,  
60 other state higher education institutions or state agencies provided the absence of  
61 the employee does not create significant or unusual coverage issues. Employee-  
62 requested schedule changes may be granted in accordance with Article 7, Hours of  
63 Work, when traveling, taking an examination or interviewing.

64  
65 **18.5 Witness/Subpoena**

66  
67 Employees will promptly inform the Employer when they receive a subpoena. A  
68 subpoenaed employee will receive paid leave, during scheduled work time to appear as a  
69 witness in court or administrative hearing, except as provided in Article 40.4, provided:

70  
71 A. The employee has been subpoenaed on the Employer's behalf; or

72  
73 ~~related to the subpoena is for a legal proceeding which is unrelated to the personal or~~  
74 ~~financial matters of the employee.~~  
75

76 **18.6 Life-Giving Procedures and Blood and Plasma Donation**

77

78 **A. Lifegiving Procedures**

79

80 1. Employees will be granted paid leave, not to exceed thirty (30) calendar  
81 days in a two-year period, as needed for the purpose of participating in life-  
82 giving procedures. Such leave shall not be charged against sick leave or  
83 any other leave, and use of leave without pay is not required. If additional  
84 leave time beyond the thirty (30) calendar days in a two-year period is  
85 needed, employees may use accrued sick leave, vacation leave,  
86 compensatory time, or leave without pay.

87

88 2. A "life-giving procedure" is defined as a medically-supervised procedure  
89 involving the testing, sampling, or donation of organs, tissues, and other  
90 human body components for the purposes of donation, without  
91 compensation, to a person or organization for medically necessary  
92 treatments. "Life giving procedure" does not include the donation of blood  
93 or plasma.

94

95 3. The employer may take program implementation and staffing requirements  
96 into account when scheduling leave. Employees will provide reasonable  
97 advance notice before taking such leave and will provide written proof from  
98 a nationally accredited medical institution, physician or other medical professional  
99 that the employee participated in a life-giving procedure.

100

101 **B. Blood, Platelets and/or Plasma Donation**

102

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

106

107

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

108

109

110

111 **18.7 Personal Leave**

112

113

A. An employee may choose ~~one~~two (~~1~~2) workdays as a personal leave day each fiscal year.

114

115

116

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

117

118

119

1. The employee has given at least ten (10) calendar days' written notice to the supervisor. However, the supervisor has the discretion to allow a shorter notice period.

120

121

122

123

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

124

125

126

3. For positions requiring backfill, the release from duty will not cause an increase in costs due to the need to provide coverage for the employee's absence.

127

128

129

130

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

131

132

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

133

134

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

135

136

137

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

138

139

140

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

141

142

143

2. Leave as required by the Military Family Leave Act, RCW 49.77 and in accordance with Article 19.13; or

144

145

146

3. Leave as required by the Domestic Violence Leave Act, RCW 49.76.

147

148

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

149

150

151

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

152

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*An electronic signature to this Tentative Agreement shall be given effect as if it were an original signature.*

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161 *Laurel R. Uznanski* 9/25/2024  
Laurel R. Uznanski, Chief Negotiator

*Becky Stephens*  
Becky Stephens, Chief Negotiator

162



27 or replace employer provided safety items if out-of-date, or damaged/worn beyond  
28 usefulness in the normal course of business. The Employer will provide employees with  
29 orientation and/or training to perform their jobs safely. In addition, if necessary, training  
30 will be provided to employees on the safe operation of equipment prior to use.

31 **20.4** The Employer will form a joint safety committee, in accordance with WISHA  
32 requirements, at each work location where there are eleven (11) or more employees.  
33 Meetings will be conducted in accordance with WAC 296-800-13020. The committee will  
34 be known as the Safety and Health Committee. The committee will consider workplace  
35 safety and health issues affecting employees. Employee participation in joint safety  
36 committee meetings held during the employee's work time will be considered time worked.  
37 Employees may request work schedule adjustments to participate. No overtime or  
38 compensatory time will be paid as a result of participation in joint safety committee  
39 meetings held during the employee's non-work hours. Any employee has the right to bring  
40 a workplace health and safety concern to the joint safety committee. Committee  
41 recommendations will be forwarded to the appropriate appointing authority for review and  
42 action, as necessary.

43 **20.5 Wellness**

44 The Employer encourages employee wellness. The Employer will provide employees  
45 access to wellness facilities and resources consistent with other employee groups. Human  
46 Resource Services, in consultation with the Wellness Committee, will develop three (3)  
47 group instruction wellness classes per fiscal year. The group instruction classes will be  
48 available to all employees. Employee-requested schedule changes may be granted in  
49 accordance with Article 7, Hours of Work, for participation in wellness activities. In  
50 addition, the Employer may offer employees wellness classes when it can do so at no cost  
51 or within available resources.

52 **20.6 Ergonomic Assessments**

53 At the request of the employee, the Employer will ensure that an ergonomic assessment of  
54 the employee's work station is completed by a person trained by the Department of Labor  
55 and Industries or comparable trainer to conduct ergonomic assessments. Solutions to  
56 identified issues/concerns will be implemented within available resources.

57 **20.7 Safety Training**

58 The Employer, through the Safety and Health Committee, will identify training needs and  
59 available resources to address safety issues. Safety and health training programs will  
60 emphasize safe workplace practices and injury prevention. Training will be made available  
61 to employees and attendance will be considered time worked.

62 **20.8 Vaccinations**

63 The Employer will, at no cost to the employee, make vaccinations recommended by OSHA  
64 or WISHA available to employees whose duties put them at risk of occupational exposure  
65 to infectious agents.

66

67

68 Agreed this 19<sup>th</sup> day of September, 2024

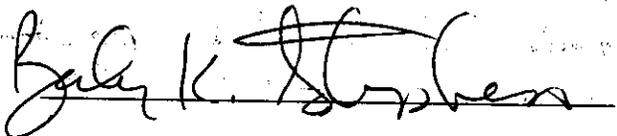
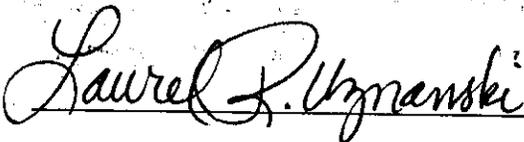
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73 Laurel R. Uznanski, Chief Negotiator

Becky Stephens, Chief Negotiator

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**ARTICLE 24**

**COMMUTE TRIP REDUCTION AND PARKING**

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

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

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

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

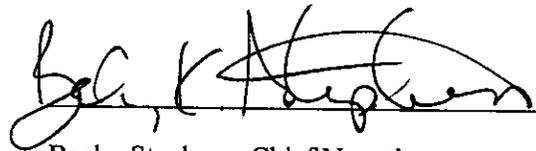
29 24.5 The Employer will continue its current practice of offering pre-tax parking, bus passes and  
30 other commute trip reduction options via payroll deduction.  
31

32  
33 Agreed this 19<sup>th</sup> day of September, 2024  
34

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36  
37 



38 Laurel R. Uznanski, Chief Negotiator

Becky Stephens, Chief Negotiator

39





1 **ARTICLE 29**

2 **DISCIPLINE**

3 **29.1** The Employer will not discipline any permanent employee without just cause.

4 **29.2** Discipline includes oral and written reprimands, reductions in pay, suspensions, demotions,  
5 and discharges. Oral reprimands will be identified as such.

6 **29.3** When disciplining an employee, the Employer will make a reasonable effort to protect the  
7 privacy of the employee.

8 **29.4** The Employer has the authority to determine the method of conducting investigations.

9 A. The Employer will inform the employee that they are the subject of an investigation  
10 and the general nature of the allegations, unless doing so would jeopardize the  
11 integrity of the investigation.

12 B. Upon request by the employee, if an investigation lasts longer than ninety (90) days from  
13 the date the employee was notified of the investigation, the Employer will provide a written  
14 explanation to the employee and the Union representative of the current status of the  
15 investigation (for example: interviews still being conducted, drafting of investigative  
16 report, waiting for analysis of data), next steps and approximate timeframe for completion.

17 C. At the conclusion of any investigation where the Employer elects not to take disciplinary  
18 action, the employee will be provided with a notification that the investigation is completed  
19 and that no discipline will be imposed. A traditional element of just cause requires  
20 discipline to be imposed in a timely manner in light of the need for thorough investigations.

21 **29.5** Investigatory Interviews

22 A. Upon request, an employee has the right to a union representative at an  
23 investigatory interview called by the Employer, if the employee reasonably  
24 believes discipline could result.  
25  
26

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

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

35 **29.6** An employee placed on an alternate assignment during an investigation will not be  
36 prohibited from contacting a union steward unless there is a conflict of interest, in which  
37 case the employee may contact another union steward. This does not preclude the  
38 Employer from restricting an employee's access to the Employer's premises.

39 **29.7** Prior to imposing discipline, except oral or written reprimands, the Employer will inform  
40 the employee and the union staff representative in writing of the reasons for the  
41 contemplated discipline and an explanation of the evidence, copies of written documents  
42 relied upon to take the action and the opportunity to view other evidence, if any. This  
43 information will be sent to the union staff representative on the same day it is provided to  
44 the employee. The employee will be provided an opportunity to respond either at a meeting  
45 scheduled by the Employer, or in writing if the employee prefers. A pre-disciplinary  
46 meeting with the Employer will be considered time worked.

47 **29.8** The Employer will provide an employee with fifteen (15) calendar days' written notice  
48 prior to the effective date of a reduction in pay or demotion.

49 **29.9** The Employer will normally provide an employee with seven (7) calendar days' written  
50 notice prior to the effective date of a discharge. If the Employer fails to provide seven (7)  
51 calendar days' notice, the discharge will stand and the employee will be entitled to payment  
52 of salary for time the employee would otherwise have been scheduled to work had seven  
53 (7) calendar days' notice been given.

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

59 **29.10** The Employer will provide the Union with a copy of any disciplinary letters.

60 **29.110** The Employer has the authority to impose discipline, which is then subject to the  
61 grievance procedure set forth in Article 30. Oral reprimands, however, may be processed  
62 only through the top internal step of the grievance procedure and cannot be arbitrated.

63 **29.1211** Article 29.4 through Article 29.11 shall not apply to investigations, hearings, and  
64 decisions regarding formal Title IX complaints against employees. Title IX investigations,  
65 hearings, and decisions shall be conducted in accordance with, and subject to, applicable  
66 law and Employer policy.

67

68 Should the Federal Title IX regulations change substantially, either Party may request to  
69 open discussions regarding Article 29.12.

70

71 **TENTATIVE AGREEMENT REACHED**

72

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74 *signature.*

75 The Evergreen State College

Washington Federation of State Employees

76

77 *Laurel R. Uznanski 9/23/2024* *Becky Stephens* / /

78 *Laurel R. Uznanski, Chief Negotiator*

*Becky Stephens, Chief Negotiator*

79



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

32 D. Failure to Meet Timelines

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

38 E. Contents

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

- 41 1. The date of the occurrence giving rise to the grievance or the date the  
42 grievant knew or could reasonably have known of the occurrence;
- 43 2. The nature of the grievance;
- 44 3. The facts upon which it is based;
- 45 4. The specific article and section of the Agreement violated;
- 46 5. The specific remedy requested;
- 47 6. The steps taken to informally resolve the grievance; and
- 48 7. The name and signature of the Union representative.

49 F. Modifications

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

52 G. Resolution

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

56 H. Withdrawal

57 A grievance may be withdrawn at any time.

58 I. Resubmission

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

60 J. Pay

61 Paid release time will be provided to employees, grievants and union stewards in  
62 accordance with Article 40, Union Activities.

63 K. Group Grievances

64 No more than five (5) grievants will be permitted to attend grievance meetings.

65 L. Consolidation

66 Grievances arising out of the same set of facts may be consolidated by written  
67 agreement.

68 M. Bypass

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

71 N. Discipline

72 Disciplinary grievances will be initiated at the level at which the disputed action  
73 was taken.

74 O. Grievance Files

75 Written grievances and responses will be maintained separately from the  
76 employee's personnel file.

77 P. Steward Mentoring

78 With the agreement of the Employer, additional union stewards may observe  
79 Management scheduled grievance meetings, up to and including step 3, for the  
80 purpose of mentoring and training. The Union will provide a written list of the  
81 union steward(s) to Human Resource Services prior to the meeting.

82 The Employer may approve compensatory time, vacation leave, or leave without  
83 pay for the steward to attend the meeting. However, employees must use  
84 compensatory time prior to their use of vacation leave, unless the use would result  
85 in the loss of their vacation leave. At the discretion of the supervisor, an employee  
86 may be allowed to adjust their work shift.

87

88 **30.3 Filing and Processing**

89 A. Filing

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

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

96 B. Alternative Resolution Methods

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

103 C. Processing

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

107 **Step 1: Supervisor, Manager or Designee**

108 If the issue is not resolved informally, the Union may file a written grievance to the  
109 supervisor, manager or designee, with a copy to Human Resource Services, within  
110 the twenty-eight (28) day period described in 30.3 A. The supervisor, manager or  
111 designee who will meet in person or confer by telephone with a union steward  
112 and/or staff representative and the grievant within fourteen (14) days of receipt of  
113 the grievance, and will respond in writing to the Union within fourteen (14) days  
114 after the meeting.

115 **Step 2: Dean, Director or Designee**

116 If the grievance is not resolved at Step 1, the Union may move it to Step 2 by filing  
117 the written grievance, including a copy of the Step 1 decision, with the dean,  
118 director or designee, with a copy to Human Resource Services within fourteen (14)  
119 days of the Union's receipt of the Step 1 decision. Human Resource Services will  
120 designate the appropriate dean or director who will hear the grievance at Step 2.  
121 The designee will meet in person or confer by telephone with a union steward or  
122 staff representative and the grievant within fourteen (14) days of receipt of the

123 appeal, and will respond in writing to the Union within fourteen (14) days after the  
124 meeting.

125 **Step 3: President, Vice President or Designee**

126 If the grievance is not resolved at Step 2, the Union may move it to Step 3 by filing  
127 the written grievance, including a copy of all previous responses, with the President,  
128 Vice President or designee, with a copy to Human Resource Services, within  
129 fourteen (14) days of the Union's receipt of the Step 2 decision. The President,  
130 Vice President or designee will meet in person or confer by telephone with a union  
131 steward or staff representative and the grievant within fourteen (14) days of receipt  
132 of the appeal, and will respond in writing to the Union within fourteen (14) days  
133 after the meeting.

134 **Step 4: Mediation or Pre-Arbitration Review Meetings (PARM)**

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

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

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

145 If the grievance is not resolved at the final internal step, the Union may  
146 request a PARM by filing the written grievance including a copy of all  
147 previous responses with Human Resource Services within thirty (30) days

148 of receipt of the final internal step decision. Within fifteen (15) days of the  
149 receipt of all the required information, the Employer will either:

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

154 OR

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

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

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

163 a. Later introduced as evidence;

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

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

167 **Step 5: Arbitration**

168 If the grievance is not resolved at mediation or a PARM, or the Employer notifies  
169 the Union in writing that no PARM will be scheduled, the Union may file a demand  
170 for arbitration. The demand to arbitrate the dispute must be filed with the American  
171 Arbitration Association (AAA) within thirty (30) days of the mediation session,

172 PARM or receipt of the notice that no PARM will be scheduled. Simultaneous with  
173 filing, copies of the demand for arbitration will be provided to Human Resource  
174 Services.

175 D. Selecting an Arbitrator

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

179 E. Authority of the Arbitrator

180 1. The arbitrator will:

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

183 b. Be limited in their decision to the grievance issue(s) set forth in the  
184 original written grievance unless the parties agree to modify it;

185 c. Not make any award that provides an employee with compensation  
186 greater than would have resulted had there been no violation of this  
187 Agreement;

188 Not have the authority to order the Employer to modify staffing  
189 levels or to direct staff to work overtime.

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

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

199 F. Arbitration Costs

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

202 2. If the arbitration hearing is postponed or canceled because of one party, that  
203 party will bear the cost of the postponement or cancellation. The costs of  
204 any mutually agreed upon postponements or cancellations will be shared  
205 equally by the parties.

206 3. If either party desires a record of the arbitration, a court reporter may be  
207 used. The requesting party will pay the cost of the court reporter. If that  
208 party purchases a transcript, a copy will be provided to the arbitrator free of  
209 charge. If the other party desires a copy of the transcript, it will pay for half  
210 of the costs of the fee for the court reporter, the original transcript and a  
211 copy.

212 4. Each party is responsible for the costs of its attorneys, representatives,  
213 witnesses, travel expenses, and any fees. Every effort will be made to avoid  
214 the presentation of repetitive witnesses. The Union is responsible for  
215 paying any travel or per diem expenses for its witnesses, the grievant and  
216 the union steward.

217 5. If, after the arbitrator issues the award, either party files a motion with the  
218 arbitrator for reconsideration, the moving party will bear the expenses of  
219 the arbitrator.

220 **30.4 Successor Clause**

221 Grievances filed during the term of the ~~2023~~2025-2025-2027 Agreement will be processed  
222 to completion in accordance with the provisions of the ~~2023~~2025-2025-2027 Agreement.

223 **30.5** Article 30, in its entirety, shall not apply to investigations, hearings, and decisions  
224 regarding formal Title IX complaints against employees. Title IX investigations, hearings,  
225 and decisions shall be conducted in accordance with, and subject to, applicable law and  
226 Employer policy.

227

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

230

231

232 Agreed this 19<sup>th</sup> day of September, 2024

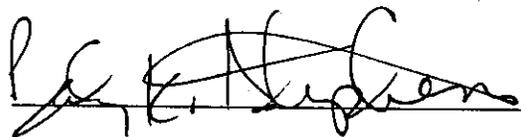
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Washington Federation of State Employees

235

236



237 Laurel R. Uznanski, Chief Negotiator

Becky Stephens, Chief Negotiator

238

1 **ARTICLE 32**

2 **EMPLOYEE ASSISTANCE PROGRAM**

3  
4 **32.1** The Employer agrees to provide all bargaining unit employees and family members access  
5 to a confidential employee assistance program selected and paid for by the Employer.

6 **32.2** Employees may use leave in accordance with Article 18, Miscellaneous Paid Leave,  
7 accrued paid leave, leave without pay, or can request a work schedule adjustment to  
8 allow access to the services of the employee assistance program.

9  
10  
11 Agreed this 7<sup>th</sup> day of August, 2024

12  
13 The Evergreen State College

Washington Federation of State Employees

14 Laurel R. Uznanski

Becky Stephens

15  
16 Laurel R. Uznanski, Chief Negotiator

Becky Stephens, Chief Negotiator

17



28 **33.6** Employees will be provided a copy of all adverse material at the time the materials are  
29 included in the personnel file.

30 **33.7** Information in employee files will be retained only as long as it has a reasonable bearing  
31 on the employee's job performance or upon the efficient and effective management of the  
32 Employer.

33 **33.8** Anonymous material, not otherwise substantiated, will not be placed in an employee file.

34 **33.9** The Employer will ensure the security and confidentiality of employee files.

35 **33.10** Medical files will be kept separate and confidential in accordance with state and federal  
36 law.

37 **33.11** Supervisory files will be purged of the previous year's job performance information  
38 following completion of the annual performance evaluation, unless circumstances warrant  
39 otherwise.

40 **33.12 Removal of Documents**

41 A. Written reprimands will be removed from an employee's personnel file after three  
42 (3) years if:

43 1. Circumstances do not warrant a longer retention period;

44 2. There has been no subsequent discipline; and

45 3. The employee submits a written request for its removal.

46 B. Records of disciplinary actions involving reductions in pay, suspensions or  
47 demotions, and written reprimands not removed after three (3) years will be  
48 removed after six (6) years if:

49 1. Circumstances do not warrant a longer retention period;

- 50                   2.       There has been no subsequent discipline; and
- 51                   3.       The employee submits a written request for its removal.
- 52           C.       Nothing in this Section will prevent the Employer from agreeing to an earlier  
53                   removal date, unless to do so would violate RCW 41.06.450.

54

55   Agreed this 10<sup>th</sup> day of September 2024

56

57   The Evergreen State College

Washington Federation of State Employees

58 

59 \_\_\_\_\_



\_\_\_\_\_

60   Laurel R. Uznanski, Chief Negotiator

Becky Stephens, Chief Negotiator

61



- 24 1. Termination of a project or special employment;
- 25 2. Availability of fewer positions than there are employees entitled to such  
26 positions;
- 27 3. Employee's ineligibility to continue in a position following its reallocation  
28 to a class with a higher salary maximum; or
- 29 4. Employee's ineligibility to continue, or choice not to continue, in a position  
30 following its reallocation to a class with a lower salary range maximum.

31 **35.3 Voluntary Layoff, Leave of Absence or Reduction in Hours**

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

38 **35.4 Involuntary Reduction or Increase in Hours**

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

42 **35.5 Probationary Employees**

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

48 **35.6 Temporary Layoff – Employer Option**

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

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

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

60 1. Be paid any leave balance; except, if the layoff is not due to loss of funding  
61 or revenue shortfall, upon request, an employee will be paid for accrued  
62 vacation leave up to the equivalent of the employee's regular work schedule  
63 for the duration of the layoff;

64 2. Bump to any other position; or

65 3. Be placed on a layoff register.

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

69 **35.7 Layoff Units**

70 A. A layoff unit is defined as the entity or administrative/organizational unit within  
71 the Employer used for determining the available options for employees who are  
72 being laid off.

73 B. The layoff unit(s) for The Evergreen State College are:

74 1. Project employment

75 2. All other WFSE classified.

76 C. Positions with multiple funding sources will be placed in the appropriate “all other”  
77 layoff unit.

78 **35.8 Skills and Abilities**

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

83 **35.9 Options within the Layoff Unit**

84 A. Employees will be laid off in accordance with seniority, as defined in Article 39,  
85 Seniority. The Employer will determine if the employee possesses the required  
86 skills and abilities for the position and the comparability of the position. The  
87 Employer may require updated information from the employee regarding the  
88 employee’s current skills and abilities. Employees being laid off will be provided  
89 one (1) option within the layoff unit in descending order of salary range and one  
90 (1) progressively lower level at a time:

91 1. A funded vacant position for which the employee has the skills and abilities,  
92 within the employee’s current job classification.

93 2. A funded filled position held by the least senior employee for which the  
94 employee has the skills and abilities, within the employee’s current job  
95 classification.

96 3. A funded vacant or filled position held by the least senior employee for  
97 which the employee has the skills and abilities, at the same or lower salary  
98 range as the employee's current permanent position, within a job  
99 classification in which the employee has held permanent status or, at the  
100 employee's written request, to a lower classification within the employee's  
101 current job classification series even if the employee has not held permanent  
102 status in the lower job classification.

103 B. For employees who have transitioned into the IT Professional Structure on July 1,  
104 2019, layoff options within the layoff unit will be determined as follows:

105  
106 1. Options will be provided in descending order of salary range and one (1)  
107 progressively lower level at a time based on comparable funded positions.  
108 Vacant positions will be offered prior to filled positions.

109  
110 2. The Employer will determine if the employee possesses the required skills  
111 and abilities for the position and the comparability of the position based on  
112 the employee's work history and completed IT Assessment Form. The  
113 Employer may require updated information from the employee regarding  
114 their current skills and abilities.

115  
116 3. Employees being laid off will be provided one (1) option within the layoff  
117 unit:

118  
119 a. A funded vacant position within their current permanent job family  
120 level for which the employee has the skills and abilities.

121  
122 b. A funded vacant position within another job family and level at the  
123 same salary range for which the employee has the skills and abilities.  
124

- 125 c. A funded filled position held by the least senior employee within  
126 their current permanent job family and level for which the employee  
127 has the skills and abilities.  
128
- 129 d. A funded filled position held by the least senior employee within  
130 another job family and level within the same salary range as their  
131 current permanent job family and level for which the employee has  
132 the skills and abilities.  
133
- 134 e. A funded vacant or filled position held by the least senior employee  
135 for which the employee has the skills and abilities, at the same or  
136 lower salary range as their current permanent position, within a job  
137 classification in which the employee has held permanent status or,  
138 at the employee's written request, to a lower classification within a  
139 job classification within a job classification series that the employee  
140 has held permanent status, even if the employee has not held  
141 permanent status in the lower job classification.  
142
- 143 C. "Pool" options will be used when more than one employee in the same  
144 classification, with the same skills and abilities, within the same layoff unit are laid  
145 off at the same time, and there are at least the same number of options available as  
146 the number of employees comprising the "pool." All employees in the "pool" are  
147 offered the same options and asked to make their selections in order of preference.  
148 The option will be awarded based on seniority.  
149
- 150 D. If a job classification in which an employee has previously held status has been  
151 abolished or revised, the Employer, when necessary, will confer with State Human  
152 Resources Director to determine the job classification history. The Employer will  
153 use the job classification history to identify the layoff option.

154

155 **35.10 Institution-wide Options**

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

169 **35.11 Notification to Permanent Employees**

170 A. Except for temporary reduction in work hours and temporary layoffs as provided  
171 in Section 35.6, permanent employees will receive written notice at least twenty  
172 (20) calendar days before the effective layoff date. The notice will include:

- 173 1. The basis for the layoff;
- 174 2. The employee's layoff option(s) including any requirement for the  
175 employee to serve a transition review period;
- 176 3. The specific layoff lists for which the employee is entitled to placement;  
177 and
- 178 4. The date by when an employee must select a layoff option and the  
179 employee's right to grieve the layoff.

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

181 B. Except for temporary reduction in work hours and temporary layoffs as provided  
182 in Section 35.6, if the Employer chooses to implement a layoff action without  
183 providing twenty (20) calendar days' notice, the employee will be paid their salary  
184 for the days that the employee would have worked had full notice been given.

185 C. Employees will be provided up to seven (7) calendar days to accept or decline, in  
186 writing, any option provided to them. This time period will run concurrent with the  
187 twenty (20) calendar days' notice provided by the Employer to the employee.

188 D. Days are calendar days, and will be counted by excluding the first day and including  
189 the last day of timelines. When the last day falls on a Saturday, Sunday or holiday,  
190 the last day will be the next day which is not a Saturday, Sunday or holiday.  
191 Employees who do not accept an option will be deemed to have waived all options,  
192 and will be laid off.

193 **35.12 Salary**

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

196 A. Current Salary Level

197 An employee who accepts another position with his or her current salary range will  
198 retain his or her current salary.

199 B. Lower Salary Level

200 An employee who accepts another position with a lower salary range will be paid  
201 an amount equal to his or her current salary, provided it is within the salary range  
202 of the new position. In those cases where the employee's current salary exceeds  
203 the maximum amount of the salary range for the new position, the employee will  
204 be compensated at the maximum salary of the new salary range.

205 C. Appointment from a Layoff List

206 1. Employees who are appointed from a layoff list to a position with the same  
207 salary range from which they were laid off will be paid the amount for  
208 which they were compensated when laid off plus any across the board  
209 adjustments, including salary survey adjustments, which occurred during  
210 the time they were laid off.

211 2. Employees who are appointed from a layoff list to a position with a lower  
212 salary range than the position from which they were laid off will be paid an  
213 amount equal to the salary they were receiving at the time they were laid  
214 off, provided it is within the salary range of the new position. In those cases  
215 where the employee's prior salary exceeds the maximum amount of the  
216 salary range for the new position, the employee will be compensated at the  
217 maximum salary of the new salary range.

218 **35.13 Transition Review Period**

219 A. The Employer will require an employee to complete a six (6) month transition  
220 review period when the employee accepts a layoff option to a job classification in  
221 which the employee has not held permanent status or has been appointed from a  
222 layoff list. The Employer may extend the transition review period for an individual  
223 employee as long as the extension does not cause the total period to exceed twelve  
224 (12) months.

225 B. The Employer will have the authority to shorten an employee's transition review  
226 period. Employees will receive a permanent appointment to the position upon  
227 successful completion of the transition review period.

228 C. The Employer may separate an employee or an employee may voluntarily separate  
229 during the transition review period. Upon separation, and at the employee's  
230 request, the employee's name will be placed on or returned to the appropriate layoff  
231 list. The employee will remain on the layoff list until such time as the employee's

232 eligibility expires; or the employee has been rehired in a different position or the  
233 employee has otherwise separated employment with the Employer. Separation  
234 during the transition review period will be subject to the grievance procedure in  
235 Article 30, up to the top internal step.

236 **35.14 Recall**

237 A. The Employer will maintain a layoff list for each job classification.

238 1. Permanent employees who are laid off may have their names placed on the  
239 layoff list for the job classification from which they were laid off or  
240 bumped.

241 2. Additionally, employees may request to have their names placed on the  
242 appropriate layoff list for other job classifications in which they have held  
243 permanent status with the Employer for the most recent period of  
244 continuous employment, provided they were not demoted for cause from  
245 the classification in the last six (6) years.

246 3. Employees may also request to have their names placed on the appropriate  
247 layoff list for a lower classification within the job classification series from  
248 which they were laid off even if the employee has not held permanent status  
249 in the lower job classification.

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

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

258 **35.15 Project Employment**

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

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

265  
266 Agreed this 7<sup>th</sup> day of August, 2024

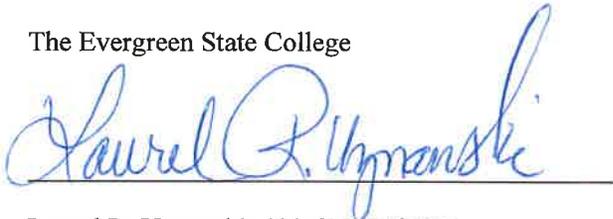
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Becky Stephens, Chief Negotiator

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- 24 K. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer and  
25 temporarily or permanently lay off employees;
- 26 L. Determine, prioritize and assign work to be performed;
- 27 M. Determine the need for and the method of scheduling, assigning, authorizing and  
28 approving overtime;
- 29 N. Determine training needs, methods of training, and employees to be trained;
- 30 O. Determine the reasons for and methods by which employees will be laid off; and
- 31 P. Suspend, demote, reduce pay, discharge and/or take other disciplinary actions.

32 **36.2** The Employer has the right to exercise all of the above rights and the lawful rights,  
33 prerogatives and functions of management. The Employer's non-exercise of any right,  
34 prerogative or function will not be deemed a waiver of such right or establishment of a  
35 practice.

36

37

38 Agreed this 9<sup>th</sup> day of July, 2024

39

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41

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Becky Stephens, Chief Negotiator

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1 **ARTICLE 37**

2 **MANDATORY SUBJECTS**

3  
4 **37.1** The Employer will satisfy its collective bargaining obligation before changing a matter that  
5 is a mandatory subject. The Employer will notify the Executive Director of the Union, via  
6 email, with a copy to the Chief Union Steward, of these changes and the Union may request  
7 discussions about and/or negotiations on the impact of these changes on employee's  
8 working conditions. The timeframe for filing a demand to bargain will begin on the date  
9 the Employer has provided written notice to the Union. The Union will notify Human  
10 Resource Services of any demands to bargain. The Union's request for bargaining should  
11 identify any known impacts to bargain. In the event the Union does not request discussions  
12 and/or negotiations within twenty-one (21) calendar days, the Employer may implement  
13 the changes without further discussions and/or negotiations. ~~The timeframe for filing a~~  
14 ~~demand to bargain will begin on the date the Employer has provided written notice to the~~  
15 ~~Union.~~ There may be emergency or mandated conditions that are outside of the Employer's  
16 control requiring immediate implementation, in which case the Employer will notify the  
17 Union as soon as possible.

18  
19 **37.2** The parties will agree to the location and time for the discussions and/or negotiations. Each  
20 party is responsible for choosing its own representatives for these activities. The Union  
21 will provide the Employer with the names of its employee representatives at least fourteen  
22 ten (1410) calendar days in advance of the meeting date unless the meeting is scheduled  
23 sooner, in which case the Union will notify the Employer as soon as possible. Employee  
24 representatives will submit a union paid release leave request to record the time and will  
25 have no loss in pay.

26  
27 **37.3 Release Time**

28

29 A. The Employer will approve paid release time for up to three (3) employee  
30 representatives who are scheduled to work during the time negotiations are being  
31 conducted, provided the absence of the employee will not interfere with the  
32 operating needs of the Employer. The Employer will approve compensatory time,  
33 vacation leave or leave without pay for additional employee representatives  
34 provided the absence of the employee will not interfere with the operating needs of  
35 the Employer.

36  
37 B. No overtime or compensatory time will be incurred as a result of negotiations  
38 and/or preparation for negotiations.

39  
40 B. The Union is responsible for paying any travel or per diem of employee  
41 representatives. Employee representatives may not use a state vehicle to travel to  
42 and from a bargaining session, unless authorized by the Employer for business  
43 purposes.

44

45

46 Agreed this 7<sup>th</sup> day of August, 2024

47

48 The Evergreen State College

Washington Federation of State Employees

49

50 Laurel R. Uznanski  
51 Laurel R. Uznanski, Chief Negotiator

Becky Stephens  
Becky Stephens, Chief Negotiator

52

1 **ARTICLE 38**

2 **UNION-MANAGEMENT COMMUNICATION COMMITTEE**

3 **38.1 Purpose**

4  
5 The Employer and the Union endorse the goal of a constructive and cooperative  
6 relationship. To promote and foster such a relationship, a Union-Management  
7 Communication Committee is established. Ad hoc committees may be established by  
8 mutual agreement. The purpose of the committee(s) is to provide communication between  
9 the parties, to share information, to address concerns and to promote constructive union-  
10 management relations.

11  
12 **38.2 Committees**

13  
14 Either party may propose items for discussion on topics which may include, but are not  
15 limited to: administration of the Agreement, changes to applicable law, legislative updates,  
16 resolving workplace problems and/or organizational change.

17  
18 The committee(s) will meet, discuss and exchange information of a group nature rather  
19 than an individual interest or concern and general interest to both parties. Individual  
20 grievances properly processed under Article 30, Grievance Procedure, will not be discussed  
21 during the committee meeting.

22 A. Composition

23  
24 The Employer and Union will be responsible for the selection of their own  
25 representatives. The committee(s) will consist of up to six (6) employer  
26 representatives and up to six (6) employee representatives. If agreed to by both  
27 parties, additional representatives may be added.  
28

29           B.    Participation

- 30
- 31           1.    The Union will provide the Employer with the names of their committee
- 32                           members at least ten (10) calendar days in advance of the date of the
- 33                           meeting in order to facilitate the release of employees. The Employer will
- 34                           release employee representatives to attend committee meetings if their
- 35                           absences do not cause a disruption of work.
- 36
- 37           2.    Pre-meetings will typically be for thirty (30) minutes; however, the parties
- 38                           may agree to longer pre-meeting times, not to exceed sixty (60) minutes.
- 39                           Employees attending pre-meetings during their work time will have no loss
- 40                           in pay. Attendance at pre-meetings during the employee's non-work time
- 41                           will not be compensated for nor be considered as time worked.
- 42           3.    Employees attending pre-meetings and/or committee meetings during their
- 43                           work time and the employee has submitted a union paid release leave
- 44                           request to record the time will have no loss in pay. The Union is expected
- 45                           to notify committee members of this obligation. Attendance at meetings
- 46                           during employees' non-work time will not be compensated for nor be
- 47                           considered as time worked.
- 48           4.    The Union is responsible for paying any travel or per diem expenses of
- 49                           employee representatives.

50

51           C.    Meetings

52

53           All committee meetings will be regularly scheduled on mutually acceptable dates

54                           and times. A written list and description of agenda items will be exchanged by the

55                           parties ~~seventen~~(710) calendar days prior to the meeting date unless mutually

56                           agreed to otherwise.

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Each party may keep written records of meetings, including listing the topics discussed and the disposition of each. The parties may post or distribute their own records of the meetings. If the topics discussed require follow-up by either party, it will be documented and communication will be provided by the responsible party.

D. Scope of Authority

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

Agreed this 7<sup>th</sup> day of August, 2024

The Evergreen State College

Washington Federation of State Employees

Laurel R. Uznanski

Becky Stephens

Laurel R. Uznanski, Chief Negotiator

Becky Stephens, Chief Negotiator



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

30 B. Paid Release Time

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

- 37 1. Management scheduled investigatory interviews and pre-disciplinary  
38 meetings, in accordance with Article 29, Discipline;
- 39 2. Management scheduled new employee orientation, in accordance with  
40 Article 9, Training and Employee Development;
- 41 3. Pre-meetings and Union-Management Communication Committees in  
42 accordance with Article 38, Union-Management Communication  
43 Committee; and
- 44 4. Informal grievance resolution meetings, grievance meetings, mediation  
45 sessions, alternative dispute resolution meetings and arbitration hearings in  
46 accordance with Article 30, Grievance Procedure, and held during their  
47 work time.

48 C. Notification and Reporting of Release Time

49 The union steward must obtain approval from their supervisor before attending any  
50 meeting or hearing during their work hours. Such requests will not be unreasonably  
51 denied. All requests must include the approximate amount of time the steward

52 expects the activity to take. Any Employer business requiring the union steward's  
53 immediate attention will be completed prior to attending the meeting or hearing.  
54 Union stewards must submit a union paid release leave request to record the time  
55 and will suffer no loss in pay for attending management scheduled meetings and  
56 hearings that are scheduled during the union steward's work time. Attendance at  
57 meetings or hearings during the union steward's non-work hours will not be  
58 considered as time worked. Union stewards cannot use state vehicles to travel to  
59 and from a work site in order to perform representational activities unless  
60 authorized by the Employer.

61 If the amount of time a union steward spends performing representational activities  
62 is affecting their ability to accomplish assigned duties, the Employer will notify the  
63 Chief Steward and the Council Representative and may not release the employee.

#### 64 **40.4 Employees**

##### 65 A. Paid Release Time

66 Employees will be provided a reasonable amount of time as determined by the  
67 Employer during their normal working hours to meet with the union steward and/or  
68 staff representative to process a grievance. In addition, employees must submit a  
69 union paid leave request to record the time and will be released during their normal  
70 working hours to prepare for and attend meetings or hearings scheduled by  
71 management for the following:

72 Informal grievance resolution meetings, grievance meetings, alternative  
73 dispute resolution meetings, mediation sessions and arbitration hearings, in  
74 accordance with Article 30, Grievance Procedure, and held during the  
75 employee's work time;

##### 76 a. Subpoenaed Witnesses in an Arbitration

77 When an employee is subpoenaed as a witness on behalf of the  
78 Union in an arbitration case, the employee may appear without loss  
79 of pay if the employee appears during their work time, providing the  
80 testimony given is related to their job function or involves matters  
81 they have witnessed, and is relevant to the arbitration case. Every  
82 effort will be made to avoid the presentation of repetitive witnesses.

83 2. Management scheduled investigatory interviews and/or pre-disciplinary  
84 meetings, in accordance with Article 29, Discipline, and;

85 3. Negotiations in accordance with Article 37, Mandatory Subjects.

86 B. Notification and Report of Release Time

87 An employee will obtain prior approval from their supervisor before attending any  
88 meeting or hearing. All requests must include the approximate amount of time the  
89 employee expects the activity to take. As determined by the supervisor, any  
90 Employer business requiring the employee's immediate attention must be  
91 completed prior to attending the meeting or hearing. Employees must submit a  
92 union paid release leave request to record the time and will suffer no loss in pay for  
93 attending management scheduled meetings and hearings that are scheduled during  
94 the employee's work time. Attendance at meetings or hearings during the  
95 employee's non-work hours will not be considered as time worked. An employee  
96 cannot use a state vehicle to travel to and from a worksite in order to attend a  
97 meeting or hearing unless authorized by the Employer.

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

101 **40.5 Use of State Facilities, Resources, and Equipment**

102 A. Meeting Space and Facilities

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

106 B. Supplies and Equipment

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

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

113 The Union and employees will not use state-owned or operated e-mail, fax  
114 machines, the Internet, or intranets to communicate with one another regarding  
115 union business. However, employees may use state-owned email to request union  
116 representation. In addition, union representatives may use state owned/operated  
117 equipment to communicate with the affected employees and/or the Employer for  
118 the exclusive purpose of administration of this Agreement to include electronic  
119 transmittal of grievances and responses in accordance with Article 30, Grievance  
120 Procedure. It is the responsibility of the sending party to ensure the material is  
121 received. Such use will be in accordance with Washington state law and:

- 122 1. Result in little or no cost to the Employer;
- 123 2. Be brief in duration and frequency;
- 124 3. Not interfere with the performance of their official duties;
- 125 4. Not distract from the conduct of state business;
- 126 5. Not disrupt other state employees and not obligate other employees to make  
127 a personal use of state resources;

128                   6.     Not compromise the security or integrity of state information or software;  
129                             and

130                   7.     Not include general communication and/or solicitation with employees.

131           D.     The Union and its shop stewards will not use the above-referenced state equipment  
132                   for union organizing, internal union business, advocating for or against the Union  
133                   in an election or any other purpose prohibited by the Executive Ethics Board.  
134                   Communication that occurs over state-owned equipment is the property of the  
135                   Employer and may be subject to public disclosure.

136   **40.6   Bulletin Boards and Newsstands**

137           The Employer will maintain bulletin board(s) or space on existing bulletin boards currently  
138                   provided to the Union for union communication. In bargaining units where no bulletin  
139                   board or space on existing bulletin boards has been provided, the Employer will supply the  
140                   Union with a board or space. Material posted on the bulletin board will be appropriate to  
141                   the workplace, politically non-partisan, in compliance with state ethics laws and identified  
142                   as union literature. If requested, the Employer will identify area(s) where Union provided  
143                   newsstand(s) can be located. Union provided newsstand(s) must meet the Employer's  
144                   campus standards. Union communications will not be posted or otherwise disseminated in  
145                   any other location on the campus, except as provided in the Employer policy and in Section  
146                   40.7 below.

147   **40.7   Distribution of Material**

148           A Union-designated employee will have access ~~once~~ twice per month to the worksite for  
149                   the purposes of distributing Union information to other bargaining unit employees  
150                   provided:

151           A.     The employee is on break time or off duty;

152           B.     The distribution does not disrupt the Employer's operation;

- 153 C. The distribution will normally occur via desk drops or mailboxes as determined by  
154 the Associate Vice President for Human Resource Services or designee. In those  
155 cases where circumstances do not permit distribution by those methods, an  
156 alternative method will be mutually agreed upon; and
- 157 D. The employee notifies Human Resource Services in advance of their intent to  
158 distribute information.

159 **40.8 Time Off for Union Activities**

- 160 A. Union-designated employees may be allowed time off without pay to attend union-  
161 sponsored meetings, training sessions, conferences, and conventions. The  
162 employees' time off will not interfere with the operating needs of the Employer as  
163 determined by management. If the absence is approved, the employees may use  
164 accumulated compensatory time, personal holiday, personal leave, or vacation  
165 leave instead of leave without pay. However, employees must use compensatory  
166 time prior to their use of vacation leave, unless the use would result in the loss of  
167 their vacation leave.
- 168 B. The Union will give the Employer a written list of the names of the employees it is  
169 requesting attend the above-listed activities, at least fourteen (14) calendar days  
170 prior to the activity.
- 171 C. Union-designated employees will be allowed time off for ~~Master-Collective~~  
172 Bargaining Agreement Negotiations team preparatory meetings in accordance with  
173 Article 40.12.

174 **40.9 Temporary Employment With the Union**

175 With thirty (30) calendar days' notice, unless agreed otherwise, employees may be granted  
176 leave without pay to accept temporary employment with the Union of a specified duration,  
177 not to exceed six (6) months, provided the employee's time off will not interfere with the  
178 operating needs of the Employer as determined by management. The parties may agree to

179 an extension of leave without pay up to an additional six (6) months. The returning  
180 employee will be employed in a position in the same job classification and the same  
181 geographical area, as determined by the Employer.

182 **40.10 Employer Committee Meetings**

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

186 **40.11 WFSE Council President and Vice-President (if employed by the Employer)**

187 A. Leave of Absence

188 Upon request of the Union, the Employer will grant leave with pay for the WFSE  
189 Council President and Vice-President for the term of their office. The Union will  
190 give the Employer at least thirty (30) calendar days prior notice, unless otherwise  
191 agreed. The Union will reimburse the Employer for the “fully burdened costs of  
192 the positions” the Employer incurs as a result of placing the Council President and  
193 Vice-President on leave with pay during the period of absence. The Union will  
194 reimburse the Employer by the 20th of each month for the previous month.

195 B. Leave Balances

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

204 C. Indemnification

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

211 D. Return Rights

212 The President and Vice-President will have the right to return to the same position  
213 or in another position in the same job classification and the same geographic area  
214 as determined by the Employer, provided such reemployment is not in conflict with  
215 other articles in this Agreement. The employee and the Employer may enter into a  
216 written agreement regarding return rights at the commencement of the leave. The  
217 period of leave will not impact the employee's seniority date.

218 **40.12 Master Collective Bargaining Agreement Negotiations**

219 A. Release Time

220 1. The Employer will approve paid release time for up to ten (10) days of  
221 formal negotiations for up to eight (8) Union team members who are  
222 scheduled to work on the day formal negotiations are being conducted. The  
223 Union will give the Employer a written list of the names of the employees  
224 in accordance with Article 40.8. The union team member will obtain prior  
225 approval from their supervisor before attending formal negotiations and  
226 must submit ~~master collective bargaining agreement~~ negotiations leave to  
227 record the time. After ten (10) days of formal negotiations, the Union may  
228 request the parties meet and discuss additional paid release time for Union  
229 team members. If no agreement is reached for additional paid release time,  
230 for all remaining negotiation sessions, the Employer will approve

231 compensatory time, vacation leave, personal holiday, personal leave or  
232 leave without pay, or at the discretion of the supervisor, an employee may  
233 be allowed to adjust their work hours. However, employees must use  
234 compensatory time prior to their use of vacation leave, unless the use would  
235 result in the loss of their vacation leave. No overtime or compensatory time  
236 will be incurred as a result of negotiations.

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

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

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

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

252 B. Subject Matter Experts

253 Either party may invite subject matter experts to present information during formal  
254 negotiations sessions when pertinent topics are under negotiations for a time period  
255 agreed to by the parties. The Union will provide the Employer with the names of  
256 the employee subject matter experts seven (7) calendar days prior to the identified

257 negotiation session(s), unless mutually agreed otherwise. The Employer will  
258 release the Union-selected employee subject matter experts to attend formal  
259 negotiations if their absence(s) does not cause a disruption of work or impact  
260 operations. The Employer may approve compensatory time, vacation leave,  
261 personal holiday, personal leave, or leave without pay for the subject matter expert  
262 to attend negotiations sessions, or at the discretion of the supervisor an employee  
263 may adjust their work hours to present as a subject matter expert in negotiations.  
264 Attendance at the formal negotiation session(s) during the employee subject matter  
265 expert's non-work time will not be compensated for nor considered as time worked.

266 C. Confidentiality/Media Communication

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

274

275

276 Agreed this 19<sup>th</sup> day of September, 2024

277

278 The Evergreen State College

Washington Federation of State Employees

279

280



281 Laurel R. Uznanski, Chief Negotiator

Becky Stephens, Chief Negotiator

282



26 **41.4 Revocation**

27 An employee may revoke their authorization for payroll deduction of payments to the  
28 Union by written notice to the Union in accordance with the terms and conditions of their  
29 signed membership card. Every effort will be made to end the deduction effective on the  
30 first payroll, and not later than the second payroll, after timely receipt by the Employer's  
31 payroll office of confirmation from the Union that the terms of the employee's signed  
32 membership card regarding dues deduction revocation have been met.

33 **41.5 Voluntary Deduction**

34 **A. PEOPLE (Public Employees Organized to Promote Legislative Equality)**

35 The Employer agrees to deduct from the wages of any employee who is a member  
36 of the Union a PEOPLE deduction as provided for in a written authorization. Such  
37 authorization must be executed by the employee and may be revoked by the  
38 employee at any time by giving written notice to both the Employer and the Union.  
39 The Employer agrees to remit any deductions made pursuant to this provision to  
40 the Union no later than the 12<sup>th</sup> of the month following the payroll period from  
41 which it was deducted together with a report showing:

- 42 1. Employee name;
- 43 2. Unique employee system identification number; and
- 44 3. Amount deducted

45 The parties agree this Section satisfies the Employer's obligations and provides for  
46 the deduction authorized by RCW 41.04.230.

47 **B. Trustmark Universal Life Insurance with Long Term Care**

48 The Employer agrees to deduct from the wages of any employee who is a member  
49 of the Union a deduction for the Trustmark Universal Life Insurance with Long

50 Term Care as provided for in a written authorization. Such authorization must be  
51 executed by the employee and may be revoked by the employee at any time by  
52 giving written notice to both the Employer and the Union. The Employer agrees to  
53 remit any deductions made to Trustmark to the Union no later than the 12<sup>th</sup> of the  
54 month following the payroll period from which it was deducted together with a  
55 report showing:

- 56 1. Employee name;
- 57 2. Unique employee system identification number;
- 58 3. Amount deducted; and
- 59 4. Deduction code.

#### 60 41.6 Employee Status Reports

61 ~~Each month, t~~The Employer will provide the Union a list of all employees in the bargaining  
62 units. The electronic list will be sent to WFSE headquarters ~~twice a month~~ no later than  
63 the 12<sup>th</sup> ~~and 27<sup>th</sup>~~ of the month following the payroll period from which it was deducted.

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64 A. The Employer will report:

- 65 1. Employee name;
- 66 2. Permanent ~~or personal mailing~~ address;
- 67 3. ~~Personal cellular telephone number, if available;~~
- 68 4. ~~Personal home telephone number, if available;~~
- 69 5. ~~Work telephone number, if available;~~
- 70 6. ~~Work email address, when available;~~
- 71 7. ~~Most up-to-date personal email address, if available;~~

- 72           ~~48.~~   Job classification code and job title;
- 73           ~~59.~~   Unique employee system identification number;
- 74           ~~610.~~   Position number, if available;
- 75           ~~711.~~   Employer code;
- 76           ~~812.~~   Home department name, if available;
- 77           ~~913.~~   Employee type;
- 78           ~~1014.~~   Seniority date;
- 79           ~~1115.~~   Employment date;
- 80           ~~1216.~~   Job percent of full;
- 81           ~~1317.~~   Total salary from which union dues/fees are calculated;
- 82           ~~1418.~~   Salary range and step;
- 83           ~~1519.~~   Union deduction code(s), if available, and amount(s);
- 84           ~~1620.~~   Work county code and name, if available;
- 85           ~~1721.~~   Bargaining unit code; ~~and~~
- 86           ~~1822.~~   Whether an employee has been appointed to, separated from, or moved out  
87           of the bargaining units, and the effective date of such action; ~~and~~.
- 88           ~~1923.~~   Overtime-exempt or overtime-eligible status.
- 89    B.   ~~The Union will maintain the confidentiality of all employees' permanent, home~~  
90    ~~and/or mailing addresses. Information provided pursuant to this Section will be~~  
91    ~~maintained by the Union in confidence according to the law.~~

92 **41.7 Indemnification**

93 The Union agrees to indemnify and hold the Employer harmless from all claims, demands,  
94 suits or other forms of liability that arise against the Employer for or on account of  
95 compliance with this Article; any issues related to the deduction of dues and fees; and any  
96 issues related to Employee Status Reports, including reimbursement for any legal fees or  
97 expenses incurred in connection with such action. The Union will indemnify the Employer  
98 for any violation of employee privacy committed by the Union pursuant to this Article.

99

100

101 Agreed this 13<sup>th</sup> day of August, 2024

102

103 The Evergreen State College

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105

106 Laurel R. Uznanski  
Laurel R. Uznanski, Chief Negotiator

107

108

Washington Federation of State Employees

Becky Stephens

Becky Stephens, Chief Negotiator



1 **ARTICLE 42**

2 **CLASSIFICATION**

3  
4 **42.1 Classification Plan Revisions**

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

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

15 C. The Employer will maintain a position description for each position. As determined  
16 by the Employer, the position description will list the primary duties and  
17 responsibilities assigned to the position, skills and abilities, essential functions, and  
18 other job-related information. Upon request, the position description will be made  
19 available to the employee or to the Union.

20 **42.2 Position Review**

21 A. Employee-Initiated Review

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

- 25 1. The employee and/or the employee's immediate supervisor will complete  
26 and sign the appropriate form.
- 27 2. The employee or the supervisor will then send the completed form to  
28 Human Resource Services. Within five (5) days of receipt, Human  
29 Resource Services will notify the employee of the date the completed  
30 position review request form was received in their office. Human Resource  
31 Services will review the completed form and notify the employee of the  
32 decision regarding the appropriate classification within sixty (60) calendar  
33 days of the date the position review request was received in Human  
34 Resource Services.
- 35 3. In the event the employee disagrees with the reallocation decision of the  
36 Employer, the employee may appeal the Employer's decision to the  
37 OFM/State Human Resources~~Director~~, in writing and with a copy to  
38 Human Resource Services, within thirty (30) calendar days of being  
39 provided the results of a position review or the notice of reallocation.  
40 OFM/State Human Resources ~~The Director~~ will then make a written  
41 determination, which will be provided to the employee.
- 42 4. In accordance with the provisions of WAC 357-52, the employee or the  
43 Employer may appeal the determination of the OFM/State Human  
44 Resources ~~Director~~ to the Washington Personnel Resources Board, within  
45 thirty (30) calendar days of being provided the written decision of the  
46 OFM/State Human Resources~~Director~~. The board will render a decision  
47 which will be final and binding.
- 48 5. The effective date of a reallocation resulting from an employee request for  
49 a position review is the date the request was filed with Human Resource  
50 Services.

- 51           6.    Decisions regarding appropriate classification will be reviewed in  
52           accordance with this Section and will not be subject to the grievance  
53           procedure specified in Article 30, Grievance Procedure.
- 54           7.    Positions will not be reallocated during the incumbent's probationary  
55           period.
- 56           8.    Temporary duty assignments in accordance with Article 43.5,  
57           Compensation, are excluded from this process.

58   **42.3   Effect of Reallocation**

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

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

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

- 72           1.    If the employee meets the skills and abilities requirements of the position,  
73           the employee remains in the position and retains existing appointment  
74           status.

75                   2.     If the employee does not meet the skills and abilities requirements of the  
76                             position, the layoff procedure specified in Article 35, Layoff and Recall,  
77                             applies.

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

79                   1.     If the employee meets the skills and abilities requirements of the position  
80                             and chooses to remain in the reallocated position, the employee retains  
81                             existing appointment status and has the right to be placed on the Employer's  
82                             internal layoff list for the classification occupied prior to the reallocation.

83                   2.     If the employee does not meet the skills and abilities requirements of the  
84                             position, the layoff procedure specified in Article 35, Layoff and Recall,  
85                             applies.

86   **42.4   Salary Impact of Reallocation**

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

88           A.     Reallocation to a Class with a Higher Salary Range Maximum

89                   1.     Upon appointment to the higher class, if the salary range for the higher class  
90                             is less than six (6) ranges higher than the former class, the employee's base  
91                             salary will be increased to a step of the range for the new class that is nearest  
92                             to five percent (5.0%) higher than the amount of the pre-promotional step,  
93                             or to the entry step of the new range, whichever is higher.

94                   2.     If the salary range for the higher class is six (6) or more ranges higher than  
95                             the former class, the employee's base salary will be increased to a step of  
96                             the range for the new class nearest to ten percent (10.0%) higher than the  
97                             amount of the pre-promotional step, or the entry step of the new range,  
98                             whichever is higher.

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

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

102 Reallocation to a Class with a Lower Salary Range Maximum

103 The employee will be paid an amount equal to his or her current salary provided it  
104 is within the salary range of the new position. In those cases where the employee's  
105 current salary exceeds the maximum amount of the salary range for the new  
106 position, the employee will be compensated at the salary the employee was  
107 receiving prior to the reallocation downward, until such time as the employee  
108 vacates the position or the employee's salary falls within the new salary range.

109  
110 Agreed this 13<sup>th</sup> day of August, 2024

112 The Evergreen State College

Washington Federation of State Employees

113  
114 Laurel R. Uznanski

Becky Stephens

115 Laurel R. Uznanski, Chief Negotiator

Becky Stephens, Chief Negotiator

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117





- 30 F. Employees who are paid above the maximum step for their assigned range on the  
31 effective date of the increase describe in Subsections D and E above, will not  
32 receive an increase to their current pay unless the new salary range encompasses  
33 their current rate of pay.  
34  
35 G. All employees earning a salary that is less than or equal to the state minimum wage  
36 will have their salaries adjusted each January in accordance with the state minimum  
37 wage act.  
38

39 **43.2 SP Pay Range Assignments**

40 The parties agree to "me too" the agreement reached at the State of Washington/OFM  
41 LRO negotiations table if the across-the-board increase is a higher percentage.  
42

- 43 A. Effective July 1, ~~2023~~2025, each classification represented by the Union will  
44 continue to be assigned to the same salary range of the SP Range Salary Schedule  
45 effective June 30, ~~2023~~2025.  
46  
47 B. Effective July 1, ~~2023~~2025, each employee will continue to be assigned to the same  
48 range and step of the SP Range Salary Schedule that they were assigned on June  
49 30, ~~2023~~2025.  
50  
51 C. Effective July 1, ~~2023~~2025, all ranges and steps of the SP Range Salary Schedule  
52 will increase by ~~four~~ ~~three~~ percent (43.0%) as shown in Appendix C. This salary  
53 increase is based on the SP Range Salary Schedule in effect on June 30, ~~2023~~2025.  
54  
55 D. Effective July 1, ~~2024~~2026, all salary ranges and steps of the SP Range Salary  
56 Schedule will be increased by ~~three~~ ~~two~~ percent (32.0%), as shown in Appendix D.  
57 This salary increase is based on the SP Range Salary Schedule in effect on June 30,  
~~2024~~2026.

58 E. Employees who are paid above the maximum step for their assigned range on the  
59 effective date of the increase describe in Subsections C and D above, will not  
60 receive an increase until the new salary range encompasses their current rate of pay.

61 **43.3 N1 Pay Range Assignments**

62 **The parties agree to "me too" the agreement reached at the State of Washington/OFM**  
63 **LRO and WFSE GG negotiations table if the across-the-board increase is a higher**  
64 **percentage.**  
65

66 A. Effective July 1, 20232025, each classification represented by the Union will  
67 continue to be assigned to the same range and step of the N1 Range Salary Schedule  
68 that they were assigned on June 30, 20232025.

69 B. Effective July 1, 20232025, each employee will continue to be assigned to the same  
70 range and step of the N1 Range Salary Schedule they were assigned on June 30,  
71 20232025.

72  
73 C. Effective July 1, 20232025, Appendix S identifies classification specific salary  
74 adjustments and the salary range the classification is assigned.

75 D. Effective July 1, 20232025, all salary ranges and steps of the N1 Range Salary  
76 Schedule will be increased by ~~four~~ three percent (43.0%), as shown in Appendix E.  
77 This salary increase is based on the N1 Range Salary Schedule in effect on June 30,  
78 20232025. Effective July 1, 20242026, all salary ranges and steps of the N1 Range  
79 Salary Schedule will be increased by ~~three~~ two percent (32.0%), as shown in  
80 Appendix F. This salary increase is based on the N1 Salary Schedule in effect on  
81 June 30, 20242025.

82  
83 E. Employees who are paid above the maximum step for their range on the effective  
84 date of the increase describe in Subsections E and F above, will not receive an  
85 increase unless the new salary range encompasses their current rate of pay.

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F. Step U

Step U is designated as twenty-six (26) years of experience and employees will advance to Step U in accordance with Section 43.9, Period Increases.

**43.4 "IT" Professional Structure Pay Range Assignments**

The parties agree to "me too" the agreement reached at the State of Washington/OFM LRO and WFSE GG negotiations table if the across-the-board increase is a higher percentage.

A. Effective July 1, ~~2023~~2025, Appendix K identifies the salary range and classification assignment.

B. July 1, ~~2023~~2025, all salary ranges and steps of the "IT" Range Salary Schedule will be increased by ~~four-three~~ percent (43.0%), as shown in Appendix G.

B. Effective July 1, ~~2024~~2026, all salary ranges and steps of the "IT" Range Salary Schedule will be increased by ~~three-two~~ percent (32.0%), as shown in Appendix H.

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

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

117

118 **43.6 Recruitment or Retention – Compression or Inversion – Higher Level Duties and**  
119 **Responsibilities – Inequities**

120 The parties agree to “me too” the agreement reached at the State of Washington/OFM  
121 LRO and WFSE GG negotiations for targeted classification increases, targeted  
122 classification minimum wage adjustments, and/or targeted compression/inversion  
123 adjustments for minimum wage adjustments.  
124

125 Effective July 1, ~~2023~~2025, targeted job classifications were assigned to a higher salary  
126 range due to recommended recruitment and retention difficulties, compression or  
127 inversion, higher level duties and responsibilities or inequities. Appendix S identifies the  
128 impacted job classifications, the effective dates and salary range for which they were  
129 assigned.  
130

131 **43.7 Pay for Performing the Duties of a Higher Classification**  
132

133 Employees who are temporarily assigned the full scope of duties and responsibilities for  
134 more than fifteen (15) calendar days of a higher-level classification will be notified in  
135 writing and will be advanced to a step of the range for the new class that is nearest to five  
136 percent (5.0%) higher than the amount of the pre-promotional step. The Employer may  
137 grant a higher salary increase as provided in Subsection 43.8-10 C. The increase will  
138 become effective on the first day the employee was performing the higher-level duties.  
139

140 **43.8 Premiums – Communication Officer I**

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- A. One (1) Communication Officer I employee who is assigned to provide training to new Communication Officer employees will be paid at a rate of two (2) steps above their base rate of pay for the duration of their training assignment for new employees.
- B. One (1) Communication Officer I employee who is assigned as the Evidence Officer will be paid at a rate of two (2) steps above their base rate of pay for the duration of their Evidence Officer assignment.
- C. Assignment to Section 43.8 A and Section 43.8 B cannot be consider the sole criteria for reallocation in accordance with Article 42.2. Position Review.
- D. Employees may receive only one premium at a time.

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**43.9 Establishing Salaries for New Employees and New Classifications**

The Employer will assign newly hired employees to the appropriate range and step of the appropriate State Salary Schedules as described in Appendices A through D and Appendices G through J.

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

**A. N1 Ranges**

The salary of employees in classes requiring licensure, as a registered nurse, physician's assistant or certified (PA-C) will be governed by the State N1 Range Salary Schedule.

- 168           1.     An employee's experience as a registered nurse (RN), physician's assistant  
169                     (PA-C) and/or licensed practical nurse (LPN), calculated as follows, will  
170                     determine the placement of an employee on the proper step within an N1  
171                     range:
- 172                     a.     RN and PA-C experience will be credited year for year.
- 173                     b.     Up to ten (10) years LPN experience will be credited at the rate of  
174                     two (2) years LPN experience equals one (1) year of RN or PA  
175                     experience, for a maximum credit of five (5) years.
- 176

177 **43.910 Periodic Increases**

178

179           Periodic increases are provided as follows:

- 180           A.     Employees who are hired at the minimum step of the pay range will receive a two  
181                     (2) step increase to base salary following completion of six (6) months of service,  
182                     and their periodic increase date is six (6) months from the date of hire. Thereafter,  
183                     the employee will receive a two (2) step increase annually on their period increase  
184                     date, until they reach the top of the pay range.
- 185           B.     Employees who are hired above the minimum step of the salary range will receive  
186                     a two (2) step increase to base salary following completion of twelve (12) months  
187                     of service, and their periodic increase date is twelve (12) months from the date of  
188                     hire. Thereafter, the employee will receive a two (2) step increase annually on  
189                     their periodic increase date, until they reach the top of the pay range.
- 190           C.     Once an employee's period increase date is established, the period increase date  
191                     remains the same unless:

- 192 1. The employee is appointed to another position with a different salary range  
193 maximum. Upon this subsequent appointment, the provisions of 43.7 A and  
194 B of this section apply.
- 195
- 196 2. The periodic increase date is reset in accordance with 43.7 A and B of this  
197 section when an employee is rehired after a break in service.
- 198
- 199 D. Employees in classes that have pay ranges shorter than a standard range will receive  
200 their periodic increases at the same intervals as employees in classes with standard  
201 ranges in accordance with Subsections A and B, above.
- 202
- 203 E. The effective date of the periodic increase will be the first day of the month it is  
204 due.
- 205 F. Employees hired before July 1, 2009 will retain their periodic increase date as of  
206 June 30, 2008.
- 207

208 **43.1011 Salary Assignment Upon Promotion**

209

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

- 214 B. Employees promoted to a position in a class whose range is six (6) or more ranges  
215 higher than the range of the former class will be advanced to a step of the range for  
216 the new class that is nearest to ten percent (10.0%) higher than the amount of the  
217 pre-promotional step.
- 218

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

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

225 D. Promotions for Employees assigned to N1 Ranges

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

229 2. An employee who is promoted into or between classes which have pay  
230 range N1 will advance to the step in the new range, as shown in the N1  
231 Range Salary Schedule, as described in Section 43.3, which represents the  
232 greater of (a), (b) or (c) below.

233 a. Placement on the step which coincides with the employee's total  
234 length of experience as a registered nurse (RN), physician's  
235 assistant, certified (PA-C) and/or licensed practical nurse (LPN).  
236 Experience will be credited as follows:

237 i. RN and PA-C experience will be credited year for year.

238 ii. Up to ten (10) years LPN experience will be credited at the  
239 rate of two (2) years LPN experience equals one (1) year of  
240 (5) RN or PA-C experience, for a maximum credit of five (5)  
241 years.

242 Or

243 Placement on the step of the new range that is nearest to a minimum  
244 of five percent (5.0%) higher than the amount of the pre-

245 promotional step. The Employer may authorize more than a five  
246 percent (5.0%) increase, but the amount must be on a step within the  
247 salary range for the class.

248 Or

249 c. The Employer will advance an employee who is promoted under any  
250 one or more of the following conditions to the step of the range for  
251 the new class that is nearest to a minimum of ten percent (10.0%)  
252 higher than the amount of the pre-promotional step. The Employer  
253 may authorize more than a ten percent (10.0%) increase, but the  
254 amount must be on a step within the salary range for the class.

255 i. When the employee is promoted to a class whose base range  
256 is six (6) or more ranges higher than the base range of the  
257 employee's former class.

258 ii. When the employee is promoted over an intervening class in  
259 the same class series.

260 iii. When the employee is promoted from one (1) class series to  
261 a higher class in a different series and over an intervening  
262 class in the new series, which would have represented a  
263 promotion.

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

267

268 **43.1112 Salary Adjustments**

269

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

273

274 **43.132 Demotion**

275

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

280

281 **43.134 Transfer**

282

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

287 **43.1415 Reassignment**

288

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

292

293 **43.1516 Reversion**

294

295 Reversion is defined as voluntary or involuntary movement of an employee during the trial  
296 or service period to the class in which the employee most recently held permanent status, or

297 movement to a class in the same or lower salary range. Upon reversion, the base salary the  
298 employee was receiving prior to promotion will be reinstated.

299

300 **43.1617 Elevation**

301

302 Elevation is defined as restoring an employee to the higher classification, with permanent  
303 status, which was held prior to being granted a demotion or to a class that is between the  
304 current class and the class from which the employee was demoted. Upon elevation, an  
305 employee's salary will be determined in the same manner that is provided for promotion  
306 in Section 43.8, above.

307

308 **43.1718 Part-Time Employment**

309

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

313

314 **43.1819 Callback**

315

316 A. When an overtime-eligible employee has left the Employer grounds and is called  
317 to return to the work station outside of regularly scheduled hours to handle  
318 emergency situations that could not be anticipated, the employee will receive ~~three~~  
319 four (34) hours penalty pay plus time actually worked. The penalty pay will be  
320 compensated at the regular rate. Time worked will be in accordance with Article  
321 7, Hours of Work, and Article 8, Overtime.

322

323 B. Time worked by an overtime-eligible employee immediately preceding the regular  
324 shift does not constitute callback, provided time worked does not exceed two (2)  
325 hours or notice of at least eight (8) hours has been given.

326

327 C. An employee who is receiving standby pay is not entitled to callback penalty pay  
328 if required to return to work after departing the worksite or is directed to report to  
329 duty prior to the starting time of the employee's next scheduled work shift.

331 **43.1920 Shift Premium**

332  
333 A. Shift premium for employees assigned to a shift in which a majority of time worked  
334 daily or weekly is between 5:00 p.m. and 7:00 a.m. will be two dollars and fifty  
335 cents (\$2.50) per hour.

336  
337 B. Shift premium will be paid for the entire daily or weekly shift, which qualifies under  
338 Subsection A above. Shift premium may also be computed and paid at the above  
339 monthly rate for employees permanently assigned to a qualifying afternoon or night  
340 shift.

341  
342 C. An employee assigned to a shift that qualifies for shift premium pay will receive  
343 the same shift premium for authorized periods of any paid leave or holidays.

344  
345 D. When an employee is regularly assigned to an afternoon or evening shift that  
346 qualifies for shift premium, the employee will receive shift premium pay during  
347 temporary assignment, not to exceed five (5) working days, to a shift that does not  
348 qualify for shift premium.

349  
350 **43.2021 Standby**

351 A. An overtime-eligible employee is in standby status while waiting to be engaged to  
352 work by the Employer and both of the following conditions exist:  
353

- 354 1. The employee is required to be present at a specified location or is  
355 immediately available to be contacted. The location may be the employee's  
356 home or other specific location, but not a work site away from home.  
357  
358 2. The Employer requires the employee to be prepared to report immediately  
359 for work if the need arises, although the need might not arise.
- 360 B. Standby status will not be concurrent with work time.  
361  
362 C. Employees on standby status will be compensated at a rate of one dollar and fifty  
363 cents (\$1.50) an hour or seven percent (7.0%) of their hourly base salary, whichever  
364 is greater, for time spent in standby status.  
365

366 **43.2122 Relocation Compensation**

- 367  
368 A. The Employer may authorize lump sum relocation compensation, within existing  
369 budgetary resources, under the following conditions:  
370  
371 1. When it is reasonably necessary that a person make a domiciliary move in  
372 accepting a reassignment or appointment; or  
373  
374 2. It is necessary to successfully recruit or retain a qualified candidate or  
375 employee who will have to make a domiciliary move in order to accept the  
376 position.  
377  
378 B. If the employee receiving the relocation payment terminates or causes termination  
379 of their employment with the Employer within one (1) year of the date of  
380 employment, the Employer will be entitled to reimbursement for the moving costs  
381 which have been paid and may withhold such sum as necessary from any amounts

382 due the employee. Termination as a result of layoff or disability separation will not  
383 require the employee to repay the relocation compensation.

385 **43.2223 Salary Overpayment Recovery**

386  
387 A. When the Employer has determined that an employee has been overpaid wages, the  
388 Employer will provide written notice, via certified mail, to the employee that will  
389 include the following items:

- 390  
391 1. The amount of the overpayment;  
392 2. The basis for the claim; and  
393 3. The rights of the employee under the terms of this Agreement.

394  
395 B. Method of Payback

396  
397 The employee must choose one (1) of the following options for paying back the  
398 overpayment:

- 399  
400 1. Voluntary wage deduction;  
401 2. Cash; or  
402 3. Check.

403  
404 The employee will have the option to repay the overpayment over a period of time

405 equal to the number of pay periods during which the overpayment was made. The

406 employee and the Employer may agree to make other repayment arrangements;

407 The payroll deduction to repay the overpayment will not exceed five percent (5.0%)

408 of the employee's disposable earnings in a pay period. However, the Employer and

409 employee can agree to an amount that is more than the five percent (5.0%).

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

416  
417 Any overpayment amount still outstanding at separation of employment will be  
418 deducted from the earnings of the final pay period.

419  
420 C. Appeal Rights

421  
422 Any dispute concerning the occurrence or amount of the overpayment will be  
423 resolved through the grievance procedure in Article 30, Grievance Procedure.

424  
425 **43.2324 Special Pay Salary Ranges**

426  
427 State Human Resources may adopt special pay salary ranges for positions based upon pay  
428 practices found in private industry or other governmental units. Current special pay  
429 practices at the Employer will continue.

430  
431 **43.2425 Assignment Pay**

432  
433 Assignment pay is a premium added to the base salary and is intended to be used only as  
434 long as the skills, duties or circumstances it is based on are in effect. The Employer may  
435 implement a grant assignment pay to a position to recognize specialized skills, assigned duties, and/or  
436 unique circumstances that exceed the ordinary. The Employer determines which positions  
437 qualify for the premium, as shown in Appendix I.

438  
439 **43.2526 Multilingual/Sign Language/Braille Premium Pay**

440

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

446

447 **43.2627 Dependent Care Salary Reduction Plan**

448

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

453

454 **43.2728 Pretax Health Care Premiums**

455

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

458

459 **43.2829 Medical/Dental Expense Account**

460

461 The Employer agrees to allow insurance eligible employees, covered by the Agreement, to  
462 participate in a medical and dental expense reimbursement program to cover co-payments,  
463 deductibles and other medical and dental expenses, if employees have such costs, or

464 expenses for services not covered by health or dental insurance on a pretax basis as  
465 permitted by federal tax law or regulation.

466

467 **43.2930 Voluntary Separation Incentives – Voluntary Retirement Incentives**

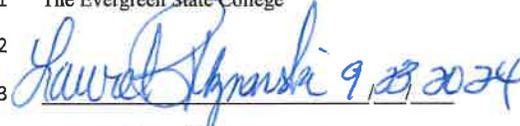
468

469 The Employer will have the discretion to participate in a Voluntary Separation Incentive  
470 Program or a Voluntary Retirement Incentive Program, if such programs are provided for

471 in the ~~2021-2023-2025 - 2027~~ operating budget. Such participation must be in accordance  
472 with the program guidelines adopted by ~~the Office of the OFM/~~ State Human Resources  
473 ~~Director~~, Office of Financial Management and the Department of Retirement Systems,  
474 following consultation with the Office of Financial Management. Program incentives or  
475 offering of such incentives are not subject to the grievance procedure in Article 30,  
476 Grievance Procedure.

477 **TENTATIVE AGREEMENT REACHED**

478  
479 *An electronic signature to this Tentative Agreement shall be given effect as if it were an original*  
480 *signature.*

481 The Evergreen State College Washington Federation of State Employees  
482  9/23/2024   
483 \_\_\_\_\_  
484 Laurel R. Uznanski, Chief Negotiator Becky Stephens, Chief Negotiator

485  
486  
487

1 The parties agree to “me too” the coalition agreement on Health Care Benefits Amounts by the State of  
2 Washington and the Coalition of Unions and include it in the collective bargaining agreement.

3  
4 **ARTICLE 44**

5 **HEALTH CARE BENEFITS AMOUNTS**

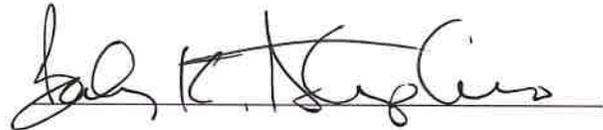
6  
7 Refer to separate coalition agreement on Health Care Benefits Amounts by the State of  
8 Washington and the Coalition of Unions (Appendix J).

9  
10  
11 Agreed this 19<sup>th</sup> day of September, 2024

12  
13 The Evergreen State College

Washington Federation of State Employees

14   
15 \_\_\_\_\_

14   
15 \_\_\_\_\_

16 Laurel R. Uznanski, Chief Negotiator

Becky Stephens, Chief Negotiator

17

18

19

1 **ARTICLE X**

2 **HEALTH CARE BENEFITS AMOUNTS**

3 X.1 A. For the 202~~5-2027~~ 3-2025 biennium, the Employer Medical Contribution  
4 (EMC) will be an amount equal to eighty-five percent (85%) of the monthly  
5 premium for the self-insured Uniform Medical Plan (UMP) Classic for each  
6 bargaining unit employee eligible for insurance each month, as determined  
7 by the Public Employees Benefits Board (PEBB). In no instance will the  
8 employee contribution be less than two percent (2%) of the EMC per month.

9 B. The point-of-service costs of the Classic Uniform Medical Plan (deductible,  
10 out-of-pocket maximums and co-insurance/co-payment) may not be  
11 changed for the purpose of shifting health care costs to plan participants,  
12 but may be changed from the 2014 plan under two (2) circumstances:

- 13 1. In ways to support value-based benefits designs; and
- 14 2. To comply with or manage the impacts of federal mandates.

15 C. Value-based benefits designs will:

- 16 1. Be designed to achieve higher quality, lower aggregate health care  
17 services cost (as opposed to plan costs);
- 18 2. Use clinical evidence; and
- 19 3. Be the decision of the PEBB.

20 ~~DE.~~ Article X.1 (B) and (C) will expire June 30, 202~~7~~5.

21 X.2 ~~A.~~ The Employer will pay the entire premium costs for each bargaining  
22 unit employee for dental, stand-alone vision, basic life, and any offered  
23 basic long-term disability insurance coverage. If changes to the long-term  
24 disability benefit structure occur during the life of this Agreement, the

1 Employer recognizes its obligation to bargain with the Coalition over  
2 impacts of those changes within the scope of bargaining.

3 ~~B. If the PEBB authorizes stand-alone vision insurance coverage, then the~~  
4 ~~Employer will pay the entire premium costs for each bargaining unit~~  
5 ~~employee.~~

6 **X.3 Wellness**

7 A. To support the statewide goal for a healthy and productive workforce,  
8 employees are encouraged to participate in a Well-Being Assessment  
9 survey. Employees will be granted work time and may use a state computer  
10 to complete the survey.

11 B. The Coalition of Unions agrees to partner with the Employer to educate  
12 their members on the wellness program and encourage participation.  
13 Eligible, enrolled subscribers shall have the option to earn an annual one  
14 hundred twenty-five dollars (\$125.00) or more wellness incentive in the  
15 form of reduction in deductible or deposit into the Health Savings Account  
16 upon successful completion of required Smart Health Program activities.  
17 During the term of this Agreement, the Steering Committee created by  
18 Executive Order 13-06 shall make recommendations to the PEBB regarding  
19 changes to the wellness incentive or the elements of the Smart Health  
20 Program.

21 **X.4** The PEBB Program shall provide information on the Employer Sponsored  
22 Insurance Premium Payment Program on its website and in an open enrollment  
23 publication annually.

24 **X.5 ~~Medical~~ Flexible Spending Arrangement**

25 A. During January 202~~6~~<sup>4</sup> and again in January 202~~7~~<sup>5</sup>, the Employer will make  
26 available ~~two~~ three hundred ~~fifty~~ dollars (~~\$300~~ 250) in a ~~medical~~ Flexible

1 Spending Arrangement (FSA) account for each bargaining unit member  
2 represented by a Union in the Coalition described in RCW 41.80.020(3),  
3 who meets the criteria in Subsection X.5 B below.

4 B. In accordance with IRS regulations and guidance, the Employer FSA funds  
5 will be made available for a Coalition bargaining unit employee who:

6 1. Is occupying a position that has an annual full-time equivalent base  
7 salary of ~~sixty thousand dollars (\$60,000)~~ sixty four thousand, five  
8 hundred dollars (\$64,500.00) ~~sixty-eight thousand and four dollars~~  
9 (\$68,004.00) or less on November 1 of the year prior to the year the  
10 Employer FSA funds are being made available; and

11 2. Meets PEBB program eligibility requirements to receive the  
12 Employer contribution for PEBB medical benefits on January 1 of  
13 the plan year in which the Employer FSA funds are made available,  
14 is not enrolled in a high-deductible health plan, and does not waive  
15 enrollment in a PEBB medical plan except to be covered as a  
16 dependent on another PEBB non-high deductible health plan.

17 3. Hourly employees' annual base salary shall be the base hourly rate  
18 multiplied by two thousand, eighty-eight (2,088).

19 4. Base salary excludes overtime, shift differential and all other  
20 premiums or payments.

21 C. ~~An -medical~~ FSA will be established for all employees eligible under this  
22 Section who do not otherwise have one. An employee who is eligible for  
23 Employer FSA funds may decline this benefit but cannot receive cash in  
24 lieu of this benefit.

25 D. The provisions of the State's salary reduction plan will apply. In the event  
26 that a federal tax that takes into account contributions to an FSA is imposed

1 on PEBB health plans, this provision will automatically terminate. The  
2 parties agree to meet and negotiate over the termination of this benefit.

**TENTATIVE AGREEMENT REACHED**

*An electronic signature to this Agreement shall be given effect as if it were an original signature.*

For the Employer	Date	For the Healthcare Coalition	Date
<u>Janetta Sheehan</u>	09/24/2024	<u>Kurt Spiegel</u>	9/23/24
Janetta Sheehan, Sr. Labor Negotiator OFM/SHR Labor Relations & Compensation Policy Section		Kurt Spiegel, Executive Director WFSE	
		<u>Jane Hopkins</u>	9/23/24
		Jane Hopkins, President SEIU 1199NW	

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**ARTICLE 49**  
**CONTRACTING**

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

Agreed this 7<sup>th</sup> day of August, 2024

The Evergreen State College

Washington Federation of State Employees

Laurel R. Uznanski

Becky Stephens

Laurel R. Uznanski, Chief Negotiator

Becky Stephens, Chief Negotiator

1 **ARTICLE 54**  
2 **TERM OF AGREEMENT**  
3

4 **54.1** All provisions of this Agreement will become effective July 1, ~~2023~~2025, and will remain  
5 in full force and effect through June 30, ~~2025~~2027; however, in accordance with RCW  
6 41.80.090, if this Agreement expires while negotiations between the Union and the  
7 Employer are underway for a successor Agreement, the terms and conditions of this  
8 Agreement will remain in effect for a period not to exceed one (1) year from the expiration  
9 date. Thereafter, the Employer may unilaterally implement according to law.  
10

11 **54.2** Either party may request negotiations of a successor Agreement by notifying the other party  
12 in writing no sooner than January 1, ~~2024~~2026 and no later than January 31, ~~2024~~2026.  
13 In the event that such notice is given, negotiations will begin at a time agreed upon by the  
14 parties.  
15

16  
17 Agreed this 7<sup>th</sup> day of August, 2024  
18

19 The Evergreen State College

Washington Federation of State Employees

20  
21 Laurel R. Uznanski

Becky Stephens

22 Laurel R. Uznanski, Chief Negotiator

Becky Stephens, Chief Negotiator

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The Parties agree to preserve the current 2023-2025 classified employees' collective bargaining agreement language (i.e., maintaining "status quo") for the following Articles. This "status quo" language will be included in the 2025-2027 classified employees' collective bargaining agreement.

- Preamble
- Article 5 – Temporary Appointments
- Article 6 – Performance Evaluation
- Article 10 – Holidays
- Article 14 – Shared Leave Pools
- Article 19 – Leave Without Pay
- Article 21 – Uniforms, Tools and Equipment
- Article 22 – Drug and Alcohol Free Workplace
- Article 26 – Volunteers and Student Workers
- Article 27 – Resignation and Abandonment
- Article 31 – Legal Defense
- Article 34 – Reasonable Accommodation and Disability Separation
- Article 39 – Seniority
- Article 45 – Voluntary Employees' Beneficiary Associations (VEBAs)
- Article 46 – Childcare Center
- Article 47 – Employee Lounge Facilities
- Article 48 – Strikes
- Article 50 – Shared Services
- Article 51 – Entire Agreement
- Article 52 – Savings Clause

30 Article 53 – Distribution of Agreement

31

32 Agreed this 9<sup>th</sup> day of ~~June~~ July, 2024

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34 The Evergreen State College

Washington Federation of State Employees

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Laurel R. Uznanski

Becky Stephens

37 Laurel R. Uznanski, Chief Negotiator

Becky Stephens, Chief Negotiator

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**APPENDIX C**  
**SPECIFIC CLASSIFICATION RANGE INCREASES BASED ON**  
**RECRUITMENT, RETENTION, COMPRESSION OR**  
**CLASS PLAN MAINTENANCE**  
**AND**  
**NEW JOB CLASSIFICATIONS**

(EXCLUDES IT STRUCTURE IMPACTED CLASSES)

<b>CLASS CODE</b>	<b>CLASS TITLE</b>	<b>CURRENT RANGE</b>	<b>RANGE INCREASE</b>	<b>NEW RANGE</b>
605E	CARPENTER	42G	1	43G
605F	CARPENTER LEAD	45G	1	46G
605G	CARPENTER SUPERVISOR	49G	1	50G
256A	EARLY CHILDHOOD PROGRAM SPECIALIST 1	30	2	32
256B	EARLY CHILDHOOD PROGRAM SPECIALIST 2	36	2	38
256C	EARLY CHILDHOOD PROGRAM SPECIALIST 3	42	2	44
256D	EARLY CHILDHOOD PROGRAM SPECIALIST 4	49	2	51
608F	ELECTRICIAN	50G	2	52G
608G	ELECTRICIAN - HIGH VOLTAGE	52G	2	54G
608H	ELECTRICIAN LEAD	53G	2	55G
608I	ELECTRICIAN LEAD-HIGH VOLTAGE	55G	2	57G

608J	ELECTRICIAN SUPERVISOR	57G	2	59G
397B	EMERGENCY MANAGEMENT PROGRAM SPECIALIST 2	52	6	58
618R	EQUIPMENT OPERATOR 1	38E	3	41E
591M	GROUNDS & NURSERY SERVICES SPECIALIST 5	42	1	43
591N	GROUNDS & NURSERY SERVICES SPECIALIST 6	45	1	46
261E	LIBRARY & ARCHIVAL PROFESSIONAL - MANAGER	61	3	64
626J	MAINTENANCE MECHANIC 1	44G	1	45G
626K	MAINTENANCE MECHANIC 2	47G	1	48G
626L	MAINTENANCE MECHANIC 3	50G	1	51G
626M	MAINTENANCE MECHANIC 4	53G	1	54G
399G	OCCUPATIONAL SAFETY AND HEALTH SPECIALIST 2	53	5	58
619F	PAINTER	42G	1	43G
619H	PAINTER LEAD	45G	1	46G
619J	PAINTER SUPERVISOR	49G	1	50G
621F	PLUMBER/PIPEFITTER/ STEAMFITTER	50G	1	51G
621G	PLUMBER/PIPEFITTER/ STEAMFITTER LEAD	53G	1	54G

621H	PLUMBER/PIPEFITTER/ STEAMFITTER SUPERVISOR	57G	1	58G
125M	RESEARCH INVESTIGATOR 4	68	2	70
257E	SIGN LANGUAGE INTERPRETER 1	38	7	45
257F	SIGN LANGAUGE INTERPRETER 2	41	8	49
257G	SIGN LANGUAGE INTERPRETER 3	47	9	56

*\*The associated increases shall be step for step and become effective July 1, 2025*

**TENTATIVE AGREEMENT REACHED**

*An electronic signature to this Agreement shall be given effect as if it were an original signature.*

For the Employer

For the Union

*Patricia Foshaug* 09/17/2024

*Mark Hamilton* 9/17/2024

Patricia Foshaug, Labor Negotiator  
 OFM/SHR Labor Relations &  
 Compensation Policy Section

Mark Hamilton, Labor Advocate  
 Washington Federation of State  
 Employees, Council 28

## Appendix I Assignment Pay

Assignment Pay (AP) is a premium added to base salary and is intended to be used only as long as the skills, duties or circumstances it is based on are in effect. The “premium” is stated in ranges or a specific dollar amount. If stated in ranges, then number of ranges would be added to the base range of the class. The “reference number” indicates the specific conditions for which AP is to be paid. Group B indicates those assigned duties granted AP which are not class specific as defined by the Washington Compensation Plan.

GROUP B		
Assigned Duty	Premium	Reference#
Asbestos Workers (Certified)	4 ranges	20
Dual Language Requirement	2 ranges	18

**REFERENCE #18:** Employees in any position whose current, assigned job responsibilities include proficient use of written and oral English and proficiency in speaking and/or writing one (1) or more foreign languages, American Sign Language, or Braille, provided that proficiency or formal training in such additional language is not required in the specifications for the job class. Basic salary plus two (2) additional ranges.

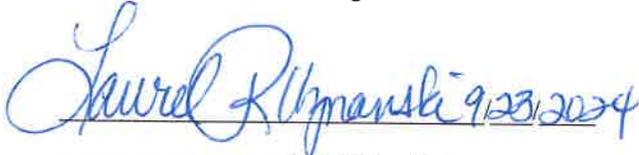
**REFERENCE #20:** Basic salary plus four (4) ranges for certified asbestos workers while they are required to wear and change into or out of full-body protective clothing and pressurized respirator.

### TENTATIVE AGREEMENT REACHED

*An electronic signature to this Tentative Agreement shall be given effect as if it were an original signature.*

The Evergreen State College

Washington Federation of State Employees



Laurel R. Uznanski, Chief Negotiator



Becky Stephens, Chief Negotiator

1 The parties agree to “me too” the coalition agreement on Health Care Benefits Amounts by the State of  
2 Washington and the Coalition of Unions and include it in the collective bargaining agreement.

3

4

5

## Appendix J Health Care Benefits Amounts

6 **J.1** A. For the 2023-2025 biennium, the Employer Medical Contribution (EMC) will be an  
7 eighty-five percent (85%) of the monthly premium for the self-insured Uniform Medical  
8 Plan (UMP) Classic for each bargaining unit employee eligible for insurance each month,  
9 as determined by the Public Employees Benefits Board (PEBB). In no instance will the  
10 employee contribution be less than two percent (2%) of the EMC per month.

11

12 B. The point-of-service costs of the Classic Uniform Medical Plan (deductible, out-of-  
13 pocket maximums and co-insurance/co-payment) may not be changed for the purpose of  
14 shifting health care costs to plan participants, but may be changed from the 2014 plan  
15 under two (2) circumstances:

16

1. In ways to support value-based benefits designs; and

17

2. To comply with or manage the impacts of federal mandates.

18

Value-based benefits designs will:

19

1. Be designed to achieve higher quality, lower aggregate health care services cost  
20 (as opposed to plan costs);

21

2. Use clinical evidence; and

22

3. Be the decision of the PEB Board.

23

C. Article J.1 (B) will expire June 30, 2025.

24

**J.2** A. The Employer will pay the entire premium costs for each bargaining unit employee for  
25 dental, basic life, and any offered basic long-term disability insurance coverage. If changes  
26 to the long-term disability benefit structure occur during the life of this agreement, the  
27 Employer recognizes its obligation to bargain with the Coalition over impacts of those  
28 changes within the scope of bargaining.

29

30 B. If the PEB Board authorizes stand-alone vision insurance coverage, then the Employer  
31 will pay the entire premium costs for each bargaining unit employee.

32 **J.3 Wellness**

- 33 A. To support the statewide goal for a healthy and productive workforce, employees are  
34 encouraged to participate in a Well-Being Assessment survey. Employees will be granted  
35 work time and may use a state computer to complete the survey.  
36 B. The Coalition of Unions agrees to partner with the Employer to educate their members on  
37 the wellness program and encourage participation. Eligible, enrolled subscribers shall have  
38 the option to earn an annual one hundred twenty-five dollars (\$125.00) or more wellness  
39 incentive in the form of reduction in deductible or deposit into the Health Savings Account  
40 upon successful completion of required Smart Health Program activities. During the term  
41 of this Agreement, the Steering Committee created by Executive Order 13-06 shall make  
42 recommendations to the PEBB regarding changes to the wellness incentive or the elements  
43 of the Smart Health Program.  
44

45 **J.4** The PEBB Program shall provide information on the Employer Sponsored Insurance Premium  
46 Payment Program on its website and in an open enrollment publication annually.  
47

48 **J.5 Medical Flexible Spending Arrangement**  
49

- 50 A. During January 2024 and again in January 2025, the Employer will make available  
51 two hundred fifty dollars (\$250) in a medical flexible spending arrangement (FSA)  
52 account for each bargaining unit member represented by a Union in the Coalition  
53 described in RCW 41.80.020(3), who meets the criteria in Subsection J.5 B below.  
54  
55 B. In accordance with IRS regulations and guidance, the Employer FSA funds will be  
56 made available for a Coalition bargaining unit employee who:  
57  
58 1. Is occupying a position that has an annual full-time equivalent base  
59 salary of sixty thousand dollars (\$60,000), or less on November 1 of the  
60 year prior to the year the Employer FSA funds are being made available;  
61 and  
62  
63 2. Meets PEBB program eligibility requirements to receive the employer  
64 contribution for PEBB medical benefits on January 1 of the plan year in  
65 which the Employer FSA funds are made available, is not enrolled in a  
66 high-deductible health plan, and does not waive enrollment in a PEBB  
67 medical plan except to be covered as a dependent on another PEBB non-  
68 high deductible health plan.  
69  
70 3. Hourly employees' annual base salary shall be the base hourly rate  
71 multiplied by two thousand eighty-eight (2088).  
72  
73 4. Base salary excludes overtime, shift differential and all other premiums  
74 or payments.  
75

- 76 C. A medical FSA will be established for all employees eligible under this Section  
77 who do not otherwise have one. An employee who is eligible for Employer FSA  
78 funds may decline this benefit but cannot receive cash in lieu of this benefit.  
79
- 80 D. The provisions of the State’s salary reduction plan will apply. In the event that a  
81 federal tax that takes into account contributions to a FSA is imposed on PEBB  
82 health plans, this provision will automatically terminate. The parties agree to  
83 meet and negotiate over the termination of this benefit.

84

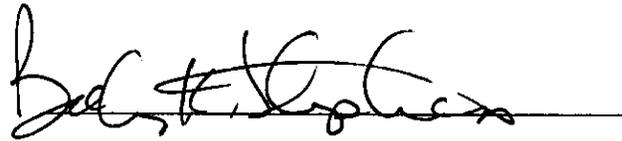
85 Agreed this 19<sup>th</sup> day of September, 2024

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87 The Evergreen State College

Washington Federation of State Employees

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90 Laurel R. Uznanski, Chief Negotiator

Becky Stephens, Chief Negotiator

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**APPENDIX O**  
**ASSIGNMENT PAY**

\*The provisions of this Appendix do not apply to the Department of Corrections, see DOC supplemental addendum.

Assignment Pay (AP) is granted in recognition of assigned duties which exceed ordinary conditions. The “premium” is usually stated in a percentage above basic salary or a specific dollar amount. The “reference number” indicates the specific conditions for which AP is to be paid.

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

<b>GROUP A</b>			
<b>Class Title</b>	<b>Class Code</b>	<b>Premium</b>	<b>Reference#</b>
Bridge Maintenance Specialist 1	597F	See Reference	5, 21, 22
Bridge Maintenance Specialist 2	597G	See Reference	5, 21, 22
Bridge Maintenance Specialist 3	597K	See Reference	5, 22
Bridge Maintenance Specialist Lead	597N	See Reference	5, 21, 22
Construction & Maintenance Project Lead	627F	See Reference	3, 39
Construction & Maintenance Project Specialist	627E	\$10.00/hour	3
Construction & Maintenance Project Supervisor	627G	See References	3, 39

<b>GROUP A</b>			
<b>Class Title</b>	<b>Class Code</b>	<b>Premium</b>	<b>Reference#</b>
Custodian 1	678I	5 percent	9
Custodian 2	678J	5 percent	9
<b>Part A – DSHS: Adult Protective Services (APS)</b>		10 percent	77A
<b>Part B – DCYF: Licensing Child Protective Services (CPS), Child Welfare CPS, Child and Family Welfare Services (CFWS), Family Assessment Response (FAR), and Family Volunteer Services (FVS)</b>		10 percent	77B
Electrician	608F	5 percent	51
Equipment Operator 1	618R	See Reference	12
Ferry Operator Assistant	653P	10 percent	5
<u>Ergonomist 3</u>	<u>305C</u>	<u>10 percent</u>	<u>56</u>
<u>Ergonomist 4</u>	<u>305D</u>	<u>10 percent</u>	<u>56</u>
Highway Maintenance Worker 1	596P	See Reference	5, 16, 22, 36
Highway Maintenance Worker 2	596R	See Reference	5, 16, 22, 36

<b>GROUP A</b>			
<b>Class Title</b>	<b>Class Code</b>	<b>Premium</b>	<b>Reference#</b>
Highway Maintenance Worker 3	596S	See References	5, 14, 16, 21, 22, 36
<u>Hydrogeologist 3</u>	<u>514G</u>	<u>7.5 percent</u>	<u>NEW #X</u>
<u>Hydrogeologist 4</u>	<u>514H</u>	<u>7.5 percent</u>	<u>NEW #X</u>
<u>Hydrogeologist 5</u>	<u>514I</u>	<u>7.5 percent</u>	<u>NEW #X</u>
Compliance Industrial Safety and Health Investigator 1	406A	<u>10 percent</u>	<u>56</u>
Compliance Industrial Safety and Health Investigator 2	406B	10 percent	56
Compliance Industrial Safety and Health Investigator 3	406C	10 percent	56
Compliance Industrial Safety and Health Investigator 4	406D	10 percent	56
Compliance Industrial Safety and Health Investigator 5	406E	10 percent	56
Compliance Industrial Safety and Health Investigator 6	406F	10 percent	56
Maintenance Mechanic 1	626J	10 percent	14
Maintenance Mechanic 2	626K	10 percent	14

<b>GROUP A</b>			
<b>Class Title</b>	<b>Class Code</b>	<b>Premium</b>	<b>Reference#</b>
Maintenance Mechanic 3	626L	See References	5, 14, 16
Maintenance Specialist 2	596I	See Reference	5
Maintenance Specialist 3	596J	See Reference	5
Maintenance Specialist 5	596L	See Reference	21
Mental Health Technician 1	347L	5 percent	11
Mental Health Technician 2	347M	5 percent	11
Mental Health Technician 3	347N	5 percent	11
<u>Natural Resource Scientist 1</u>	<u>516K</u>	<u>7.5 percent</u>	<u>NEW #X</u>
<u>Natural Resource Scientist 2</u>	<u>516L</u>	<u>7.5 percent</u>	<u>NEW #X</u>
<u>Natural Resource Scientist 3</u>	<u>516M</u>	<u>7.5 percent</u>	<u>NEW #X</u>
<u>Natural Resource Scientist 4</u>	<u>516N</u>	<u>7.5 percent</u>	<u>NEW #X</u>
Park Ranger 2	389B	7.5 percent	53
Park Ranger 3	389C	7.5 percent	53
PBX Chief Operator	101H	5 percent	4
Forensic Care Associate 1	347J	5 percent	11
Forensic Care Associate 2	501A	5 percent	11

<b>GROUP A</b>			
<b>Class Title</b>	<b>Class Code</b>	<b>Premium</b>	<b>Reference#</b>
Forensic Care Associate 3	501B	5 percent	11
Residential Rehabilitation Counselor 2	347F	2.5 percent	55
Residential Rehabilitation Counselor 3	347G	2.5 percent	55
Residential Rehabilitation Counselor 4	347H	2.5 percent	55
Occupational Safety and Health Professional 1	392E	10 percent	56
Occupational Safety and Health Professional 2	392F	10 percent	56
Occupational Safety and Health Professional 3	392G	10 percent	56
Occupational Safety and Health Professional 4	392H	10 percent	56
Security Guard 2	385L	2.5 percent	55
Security Guard 3	385M	2.5 percent	55
Truck Driver 1	632I	10 percent	12
Truck Driver 2	632J	10 percent	12
Warehouse Operator 1	117I	\$10.00/month	2

<b>GROUP B</b>		
<b>Assigned Duty</b>	<b>Premium</b>	<b>Reference#</b>
Asbestos Workers (Certified)	10 percent	20
Certified Instructors (DCYF, DFW, DSHS, Parks)	See Reference	37B
Certified Instructors (DOC)	See Reference	50
Specialty Teams (DOC)	5 percent	59
Clerical Crime Lab Support (WSP)	5 percent	25
Criminal Intelligence and Investigative Analysis (WSP)	5 percent	62
CSR Team and SIR Team (WSP)	3 percent	27
Designated Corridors, Night Shift (DOT)	See Reference	49
Driving Fish Hauling Trucks (DFW)	See Reference	26
Dual Language Requirement	5 percent	18
Emergency Spill Response Team (ECY)	See Reference	24
Enhanced Drivers License (DOL)	10 percent	43
Heavy Equipment <del>Mechan</del> <u>iemaintenance</u> work greater than 26,000 lbs.	20 percent	75
Illegal Encampments Right of Way (DOT)	10 percent	48
Patient Resident Supervision (DCYF, DSHS)	5 percent	1

Patient Transport (DSHS)	10 percent	17	
Pesticide Sprayers (DOT)	10 percent	16	
SCUBA Diving/DPIC Requirement	\$10.00/hour	3	
<del>Training Certification and Re-Certification</del>	<del>\$10.00/hour</del>	<del>78</del>	
Tree felling duties (DOT)	See Reference	63	
<u>Work at Heights on Communications Towers</u>	<u>10 percent</u>	<u>76</u>	
<b>GROUP C</b>			
<b>Agency/Class Code</b>	<b>Class Title</b>	<b>Location</b>	<b>Increase</b>
<b>Department of Agriculture</b>			
567A	Grain Sampler/Weigher	Seattle	5 percent
567B	Grain Inspector 1	Seattle	5 percent
567C	Grain Inspector 2	Seattle	5 percent
567D	Grain Inspector 3	Seattle	5 percent
567E	Grain Inspector Supervisor	Seattle	5 percent
<b>Department of Children, Youth and Families</b>			
<u>294F</u>	<u>Dental Assistant 1</u>	<u>Echo Glen</u>	<u>5 percent</u>
<u>292F</u>	<u>Dental Hygienist 2</u>	<u>Echo Glen</u>	<u>5 percent</u>

355G	Juvenile Rehabilitation Counselor 2	Lewis Co. and Yakima Co.	5 percent
355K	Juvenile Rehabilitation Counselor 3	Lewis Co. and Yakima Co.	5 percent
<u>285F</u>	<u>Registered Nurse 2</u>	<u>Echo Glen</u>	<u>5 percent</u>
<b><u>Department of Fish and Wildlife</u></b>			
<u>630E</u>	<u>Welder – Fabricator</u>	<u>Thurston Co. and Yakima Co.</u>	<u>10 percent</u>
<b>Department of Social and Health Services</b>			
168K	DDS Adjudicator 3	King Co.	2.5 percent
168M	DDS Adjudicator 4	King Co.	2.5 percent
168L	DDS Adjudicator 5	King Co.	2.5 percent
621F	Plumber/Pipefitter/Steamfitter	Fircrest School	12.5 percent
608F	Electrician	Fircrest School	12.5 percent
602K	Stationary Engineer 2	Fircrest School	12.5 percent
602L	Stationary Engineer 3	Fircrest School	12.5 percent
306P	Occupational Therapist 3	Lakeland Village	10 percent

306P	Occupational Therapist 3	Pierce Co.	5 percent
306R	Occupational Therapist Supervisor	Pierce Co.	5 percent
310I	Occupational Therapy Assistant 2	Pierce Co.	5 percent
306V	Physical Therapist 3	Lakeland Village	15 percent
306R	Occupational Therapist Supervisor	Rainier School	10 percent
308G	Speech Pathologist/Audiologist 3	Rainier School	10 percent
362F	Psychologist - Forensic Evaluator	Special Commitment Center	5 percent
311F	Dietician 2	Western State Hospital	5 percent
<b>Department of Transportation</b>			
597F	Bridge Maintenance Specialist 1	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Medina, Mercer Island, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
597F	Bridge Maintenance Specialist 1	Enumclaw	5 percent

597G	Bridge Maintenance Specialist 2	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Medina, Mercer Island, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
597G	Bridge Maintenance Specialist 2	Enumclaw	5 percent
597K	Bridge Maintenance Specialist 3	Tacoma	10 percent
597N	Bridge Maintenance Specialist Lead	Bellevue, Everett, Lakewood, Tacoma	10 percent
600J	Equipment Technician 2	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline,  Tacoma, Woodinville	10 percent
600J	Equipment Technician 2	Enumclaw	5 percent

600K	Equipment Technician 3	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
600K	Equipment Technician 3	Enumclaw	5 percent
600L	Equipment Technician Lead	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
600L	Equipment Technician Lead	Enumclaw	5 percent
600M	Equipment Technician Supervisor	Auburn, Bellevue, Everett, Issaquah, Kent, Monroe, Renton, Seattle, Shoreline, Woodinville	10 percent
<u>151H</u>	<u>Fiscal Specialist Supervisor</u>	<u>Northwest Region outlying Maintenance</u>	<u>5 percent</u>

		<u>Offices (Everett, King County [except Region HQ])</u>	
148M	Fiscal Technician 2	Northwest Region outlying Maintenance Offices (except King County and Region HQ)	10 percent
148M	Fiscal Technician 2	King County	5 percent
<u>NEW</u>	<u>Heavy Equipment Mechanic 1</u>	<u>Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville</u>	<u>10 percent</u>
<u>NEW</u>	<u>Heavy Equipment Mechanic 1</u>	<u>Enumclaw</u>	<u>5 percent</u>
<u>NEW</u>	<u>Heavy Equipment Mechanic 2</u>	<u>Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline,</u>	<u>10 percent</u>

		<u>Tacoma,</u> <u>Woodinville</u>	
<u>NEW</u>	<u>Heavy Equipment Mechanic 2</u>	<u>Enumclaw</u>	<u>5 percent</u>
<u>NEW</u>	<u>Heavy Equipment Mechanic 3</u>	<u>Auburn, Bellevue,</u> <u>Buckley, Everett,</u> <u>Issaquah, Kent,</u> <u>Lakewood, Monroe,</u> <u>Puyallup, Renton,</u> <u>Seattle, Shoreline,</u> <u>Tacoma,</u> <u>Woodinville</u>	<u>10 percent</u>
<u>NEW</u>	<u>Heavy Equipment Mechanic 3</u>	<u>Enumclaw</u>	<u>5 percent</u>
<u>NEW</u>	<u>Heavy Equipment Mechanic 4</u>	<u>Auburn, Bellevue,</u> <u>Everett, Issaquah,</u> <u>Kent, Monroe,</u> <u>Renton, Seattle,</u> <u>Shoreline,</u> <u>Woodinville</u>	<u>10 percent</u>
596P	Highway Maintenance Worker 1	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent

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596P	Highway Maintenance Worker 1	Enumclaw	5 percent
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596R	Highway Maintenance Worker 2	Auburn, Bellevue, Buckley, Enumclaw, Everett, Greenwater, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, <u>Shuksan (SR 542: Shuksan Facility), Snoqualmie Pass (I- 90: Hyak, Camp Mason, and Easton), Stevens Pass (US 2: Berne Camp), Tacoma, <u>White Pass (US 12: White Pass Facility),</u> Woodinville</u>	10 percent
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596S	Highway Maintenance Worker 3	Auburn, Bellevue, Buckley, Enumclaw, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, <u>Shuksan (SR 542:          Shuksan Facility),          Snoqualmie Pass (I-          90: Hyak, Camp          Mason, and Easton),          Stevens Pass (US 2:          Berne Camp),          Tacoma, White Pass          (US 12: White Pass          Facility),          Woodinville</u>	10 percent
596X	Highway Maintenance Worker 4	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Puyallup, Renton, Seattle, Shoreline, <u>Shuksan (SR 542:          Shuksan Facility),          Snoqualmie Pass (I-          90: Hyak, Camp          Mason, and Easton),          Stevens Pass (US 2:</u>	10 percent

		<u>Berne Camp),</u> Tacoma, <u>White Pass</u> <u>(US 12: White Pass</u> <u>Facility),</u> Woodinville	
596X	Highway Maintenance Worker 4	Enumclaw, Greenwater	5 percent
596T	Highway Maintenance Supervisor	Auburn, Bellevue, Buckley, Enumclaw, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, <u>Shuksan (SR 542:</u> <u>Shuksan Facility),</u> <u>Snoqualmie Pass (I-</u> <u>90: Hyak, Camp</u> <u>Mason, and Easton),</u> <u>Stevens Pass (US 2:</u> <u>Berne Camp),</u> Tacoma, <u>White Pass</u> <u>(US 12: White Pass</u> <u>Facility),</u> Woodinville	10 percent
626L	Maintenance Mechanic 3	Auburn, Bellevue, Everett, Issaquah, Kent, Monroe, Renton, Seattle,	10 percent

		Shoreline, Woodinville	
626M	Maintenance Mechanic 4	Auburn, Bellevue, Everett, Issaquah, Kent, Monroe, Renton, Seattle, Shoreline, Woodinville	10 percent
598P	Maintenance Operations Assistant Superintendent	Seattle Shoreline	10 percent
596I	Maintenance Specialist 2	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
596I	Maintenance Specialist 2	Enumclaw	5 percent
596J	Maintenance Specialist 3	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline,	10 percent

		Tacoma, Woodinville	
596J	Maintenance Specialist 3	Enumclaw	5 percent
<del>179I</del>	<del>Property &amp; Acquisition Specialist 1</del>	<del>Northwest Region (except King County)</del>	<del>2.5 percent</del>
<del>179J</del>	<del>Property &amp; Acquisition Specialist 2</del>	<del>Headquarters, Eastern Region, Olympic Region, Northwest Region (except King County)</del>	<del>5 percent</del>
<del>179K</del>	<del>Property &amp; Acquisition Specialist 3</del>	<del>Headquarters, Eastern Region, Olympic Region, Northwest Region (except King County)</del>	<del>10 percent</del>
<del>179K</del>	<del>Property &amp; Acquisition Specialist 3</del>	<del>King County</del>	<del>5 percent</del>

179L	Property & Acquisition Specialist 4	Headquarters, Eastern Region, Olympic Region (except King County)	7.5 percent
179L	Property & Acquisition Specialist 4	King County	2.5 percent
179M	Property & Acquisition Specialist 5	Headquarters, Eastern Region, Olympic Region, Northwest Region (except King County)	7.5 percent
179M	Property & Acquisition Specialist 5	King County	2.5 percent
179N	Property & Acquisition Specialist 6	Olympia	7.5 percent
179N	Property & Acquisition Specialist 6	Seattle	2.5 percent
179N	Property & Acquisition Specialist 6	Spokane	7.5 percent
530M	Transportation Engineer 3 (Cadastral)	Northwest Region (except King County)	10 percent

530M	Transportation Engineer 3 (Cadastral)	King County	5 percent
530M	Transportation Engineer 3 (Cadastral)	Urban Corridors Office (Shoreline/King County)	5 percent
<del>100V</del>	<del>Secretary Supervisor</del>	<del>Northwest Region outlying Maintenance Offices (Everett, King County {except Region HQ})</del>	<del>5 percent</del>

**Department of Veteran Affairs**

311E	Dietitian 1	Retsil	5 percent
<u>602K</u>	<u>Stationary Engineer 2</u>	<u>Pierce County</u>	<u>5 percent</u>

**Office of Attorney General**

425E	Legal Assistant 1	King County	10 percent
425F	Legal Assistant 2	King County	15 percent
425G	Legal Assistant 3	King County	15 percent
425G	Legal Assistant 3	Thurston County	10 percent
425H	Legal Assistant 4	King County	15 percent

425H	Legal Assistant 4	Thurston County	10 percent
425I	Legal Administrative Manager	King County	15 percent
425I	Legal Administrative Manager	Thurston County	10 percent
<b>Washington State Patrol</b>			
396L	Deputy State Fire Marshal	North Bend	2.5 percent
<b>Washington Center for Deaf and Hard of Hearing Youth</b>			
257J	Residential/Student Life Counselor	Vancouver	5 percent
<b>Washington State School for the Blind</b>			
257J	Residential/Student Life Counselor	Vancouver	5 percent

1

2 **REFERENCE #1:**

3 Within the Department of Social and Health Services for the supervision, training, and  
 4 mentoring of individuals with intellectual disabilities, or individuals with symptoms and  
 5 behaviors related to significant mental illness; or in the Department of Children, Youth,  
 6 and Families for the supervision, training, and mentoring of Juvenile Rehabilitation (JR)  
 7 institution residents or Department of Corrections offenders residing in JR facilities. Basic  
 8 salary plus five percent (5%).

9 **REFERENCE #2:**

10 For full-time assignment to forklift operations. Basic salary plus ten dollars (\$10.00) a  
 11 month shall be paid to employees in this class.

1 **REFERENCE #3:**

2 For required SCUBA diving and/or serving as Designated Person in Charge (DPIC). Basic  
3 salary plus ten dollars (\$10.00) per diving or DPIC hour to employees in any class.

4 **REFERENCE #4:**

5 For direct supervisory responsibility over PBX and Telephone Operators. Basic salary plus  
6 five percent (5%).

7 **REFERENCE #5:**

8 For assigned operation of highway equipment rated above the employee's classification.  
9 Basic salary plus the hourly difference between Step M of the Highway Maintenance  
10 Worker 2 class and Step M of the salary range representing a four-range increase over the  
11 Highway Maintenance Worker 2 class. Employees operating this equipment shall be paid  
12 for actual operations that continue for at least one (1) hour. Equipment operation that lasts  
13 for less than one (1) continuous hour shall not qualify the operator for premium pay.  
14 Employees operating this equipment in a bona fide training assignment are not entitled to  
15 the higher rate.

16 **REFERENCE #9:**

17 For full-time assignment to a floor care crew and the operation of heavy duty floor cleaning  
18 and waxing equipment. Basic salary range plus five percent (5%). Basic salary range plus  
19 five percent (5%) will also be paid to designated working supervisor of floor crew.

20 **REFERENCE #11:**

21 For successful completion of the Department of Social and Health Services approved core  
22 curriculum which consists of forty-five (45) college quarter credit hours or its equivalent  
23 in semester hours and current participation in the development and implementation of  
24 assigned aspects of individual resident treatment activities. Basic salary plus five percent  
25 (5%).

1 **REFERENCE #12:**

2 Employees assigned to operate equipment above this level shall be compensated basic  
3 salary plus ten percent (10), and shall be credited with a minimum of four (4) hours at the  
4 higher rate on each day they operate the higher level equipment.

5 **REFERENCE #14:**

6 For all hours worked when assigned to bridge painting inspection duties which involve  
7 climbing and work in exposed positions at heights from which an employee might fall  
8 thirty (30) feet or more; excludes work on bridges or overpasses within areas protected by  
9 walls or guardrails. Basic salary plus ten percent (10%).

10 **REFERENCE #16:**

11 For mixing, record keeping, and application of pesticides by a licensed Department of  
12 Transportation spray operator. Basic salary plus the hourly difference between step M of  
13 the Highway Maintenance Worker 2 class and Step M of the salary range representing a  
14 four-range (4) increase over the Highway Maintenance Worker 2 class. Employees who  
15 are responsible for actual mixing, record keeping, and spraying of pesticide as documented  
16 by completion and signature of a "Pesticide Application Record" shall be paid for actual  
17 hours of operation that continues for at least one (1) hour. Mixing, record keeping, and  
18 application of pesticides that last for less than one (1) hour shall not qualify employees for  
19 assignment pay.

20 **REFERENCE #17:**

21 Payable to DSHS staff in classifications below the Truck Driver salary range when they  
22 are qualified to operate, and are operating equipment, which is on the DSHS equipment list  
23 calling for Truck Driver 1, 2, or 3. Pay will be the basic salary plus ten percent (10%).  
24 Payable for the greater of actual operating time or two (2) hours. Applicable only to the  
25 Department of Social and Health Services.

1 **REFERENCE #18:**

2 Employees in any position whose current assigned job responsibilities include proficient  
3 use of written and oral English and proficiency in speaking and/or writing one or more  
4 additional languages, American Sign Language, or Unified English Braille, provided that  
5 proficiency or formal training in such additional language is not required in the  
6 specifications for the job class. Basic salary plus five percent (5%).

7 **REFERENCE #20:**

8 Basic salary plus ten percent (10%) for certified asbestos workers while they are required  
9 to wear and change into or out of full-body protective clothing and a pressurized respirator.

10 **REFERENCE #21:**

11 Basic salary plus ten percent (10%) for a minimum of four (4) hours per working day when  
12 assigned to perform repairs or maintenance on the Tacoma Narrows Bridge excluding  
13 routine maintenance or roadway, sidewalks, railing, bridge approaches, signs, etc.

14 **REFERENCE #22:**

15 Basic salary plus ten percent (10%) for a minimum of four (4) hours per working day while  
16 either operating an Under-Bridge Inspection Truck (UBIT) from the bucket or while  
17 serving as back-up operator on the bridge deck.

18 **REFERENCE #24:**

19 Part A: Within the Department of Ecology, basic salary plus ten percent (10%) to  
20 designated employees permanently assigned to the Emergency Spill Response Team.

21 Part B: Within the Department of Ecology, two dollars and forty-four cents (\$2.44) for each  
22 hour on duty in the assigned duty week outside of normal work hours to designated  
23 employees not permanently assigned to the Emergency Spill Response Team.

1 **REFERENCE #25:**

2 Basic salary plus five percent (5%) for crime lab support staff performing evidence  
3 handling activities.

4 **REFERENCE #26:**

5 Within the Department of Fish and Wildlife, basic salary plus ten percent (10%) for  
6 employees with a Class A or Class B Commercial Driver's License performing the  
7 following duties: driving CDL fish-hauling trucks to transport fish or to deliver a CDL  
8 truck for authorized maintenance, fish loading or unloading, pre and post trip inspections,  
9 and fuel stops. The advanced pay level shall be for a one (1) hour minimum and thereafter  
10 on an hour-for-hour basis, rounded up to an hour.

11 **REFERENCE #27:**

12 Basic salary plus three percent (3%) to designated forensic scientist of the Washington  
13 State Patrol assigned to either the Crime Scene Response Team and/or Statewide Incident  
14 Response Team.

15 **REFERENCE #29:**

16 Upon review from OFM State Human Resources and negotiations with OFM Labor  
17 Relations Section employees in any position located where the cost of living impacts the  
18 agency's ability to recruit and/or retain employees which would severely impair the  
19 effective operation of the agency, will be compensated basic salary plus specified  
20 percentages as detailed in the Group C listing.

21 **REFERENCE #35:**

22 Basic salary plus five percent (5%) for each day that an eligible employee is assigned the  
23 role of the Presiding Steward for the Washington Horse Racing Commission.

24 **REFERENCE #36:**

25 Basic salary plus ten percent (10%) while performing back flow valve testing.

1 **REFERENCE #37B (WFSE Only):**

2 Excluding employees whose assigned duties are classification specific or position specific,  
3 within the Washington State Parks and Recreation Commission, Department of Children,  
4 Youth, and Families, and the Department of Social and Health Services, certified  
5 instructors of defensive tactics, firearms, fitness, bicycle, boating safety, EVOC, and/or  
6 pistol maintenance, will be compensated at basic salary plus ten dollars (\$10.00) per hour  
7 for every hour engaged in giving instruction to or in receiving re-certification training.  
8 Pistol maintenance instructors are eligible for this additional compensation when they are  
9 instructing in a classroom setting, providing one-on-one instruction or repairing at the  
10 firing range.

11 **REFERENCE #39:**

12 Construction and Maintenance Project Lead and Construction and Maintenance Project  
13 Supervisor positions assigned to marine crew will be compensated basic salary plus ten  
14 percent (10%) and will be credited with a minimum of four (4) hours at the higher rate on  
15 each day they operate Class C equipment.

16 **REFERENCE #43:**

17 Basic salary plus ten percent (10%) shall be paid to Department of Licensing employees  
18 who have successfully completed the DOL-sponsored Enhanced Drivers License Training  
19 Course and have been qualified and permanently assigned to denote US Citizenship and  
20 issue a Washington State enhanced driver's license or enhanced identification card.

21 **REFERENCE #48:**

22 Basic salary plus ten percent (10%) will be paid to Department of Transportation  
23 employees when assigned by the employer to work in or remove illegal encampments  
24 within State Right of Way.

1 **REFERENCE #49:**

2 Basic salary plus two dollars (\$2.00) per hour for Department of Transportation employees  
3 permanently or temporarily assigned to crews that maintain designated corridors on night  
4 shift because heavy congestion on the roadway prevents these activities from occurring  
5 during the day. Employees temporarily assigned to night shift to perform snow and ice  
6 removal do not qualify for the premium.

7 **REFERENCE #51:**

8 Within the Department of Enterprise Services, basic salary plus five percent (5%) for work  
9 assigned on and/or testing of high voltage distribution systems of seven hundred and fifty-  
10 one (751) volts or more and will be rounded up to the nearest hour.

11 **REFERENCE #53:**

12 Within the Washington State Parks and Recreation Commission, basic salary plus seven  
13 and one half percent (7.5%) for performing duties as a Field Training Officer (FTO). Such  
14 duties will be assigned in writing and as directed by management.

15 **REFERENCE #55:**

16 Basic salary plus two and one half percent (2 1/2%) for Security Guards and Residential  
17 Rehabilitation Counselors within the Department of Social and Health Services that are  
18 assigned to the Special Commitment Center (SCC) firefighting response team.

19 **REFERENCE #56:**

20 Within the Department of Labor and Industries, conditional to serious hazard exposure as  
21 defined by RCW 49.17.180(7): Compliance Industrial Safety and Health Investigators, ~~and~~  
22 Occupational Safety & Health Professionals, and Ergonomists will be compensated basic  
23 salary plus ten percent (10%) for each hour they are required to use personal protective  
24 equipment (excluding hard hat, boots, hearing and eye protection) to enter a hazardous  
25 worksite to consult, inspect or investigate where serious hazards are present.

1 **REFERENCE #59:**

2 Basic salary plus five percent (5%) shall be paid to trained and qualified employees who  
3 are assigned members of the following designated specialty teams: Emergency Response  
4 Team (ERT), Special Emergency Response Team (SERT), Inmate Recovery Team (INT),  
5 Crisis Negotiation Team (CNT) and Critical Incident Stress Management (CISM).  
6 Assignment pay under this reference shall be paid on an hour for hour basis for every hour  
7 worked during an authorized team related assignment or training.

8 **REFERENCE #62:**

9 Within the Washington State Patrol, basic salary plus five percent (5%) shall be paid to  
10 Northwest High Intensity Drug Trafficking Area and Organized Crime Intelligence Unit  
11 employees for performing criminal intelligence and investigative analysis work. Activities  
12 include de-confliction communications with other government public safety agencies for  
13 officer safety. De-confliction of case information to ensure that officers are not taking  
14 action in conflict of another active investigation. Developing criminal link to associates  
15 and family members for known or potential criminal activities. Participating in proffer  
16 interviews with detectives, subjects and attorneys. Participating in the service of state and  
17 federal search warrants.

18 **REFERENCE #63:**

19 For certified Department of Transportation employees in positions permanently assigned  
20 duties that include tree evaluation and felling. Basic salary plus the hourly difference  
21 between Step M of the Highway Maintenance Worker 2 class and Step M of the salary  
22 representing a four (4) range increase over the Highway Maintenance Worker 2 class for  
23 each hour evaluating and/or tree felling trees greater than six (6) inches in diameter.

24 **REFERENCE #75:**

25 Basic salary plus twenty percent (20%) payable to positions for heavy equipment  
26 mechanics, within the Equipment Technician series, for hours worked required to regularly  
27 performing as part of their assigned duties hands-on mechanical maintenance, diagnostics,

1 fabrications, calibrations, and repair work on heavy duty vehicles and/or heavy equipment  
2 and vehicles greater than twenty-six thousand (26,000) GVWR.

3 \*Note: heavy-duty vehicles and heavy equipment are required to meet the weight  
4 requirements.

5 **REFERENCE #76:**

6 Basic salary plus ten percent (10%) while performing assigned job responsibilities  
7 requiring work at heights above four feet at communication tower sites or are at the same  
8 remote location directly supervising an employee performing these duties. These  
9 employees are responsible for performing work on towers, which includes working at  
10 heights from which an employee might fall in excess of four (4) feet. Employees will be  
11 paid a minimum of four (4) hours at the higher rate on each day they perform this work at  
12 a communication tower site or are at the same remote location directly supervising an  
13 employee performing these duties. The higher rate of pay is not to be paid for travel to/from  
14 remote tower locations and does not include administrative time.

15 **REFERENCE #77:**

16 **Part A – DSHS:**

17 77A - Basic salary range plus ten percent (10%) for Social Service Specialist 3, 4 and 5s  
18 who independently perform the full scope of work during unannounced visits in  
19 unregulated environments, such as private residences, to conduct investigations for  
20 allegations of abuse and/or neglect to assess the safety of vulnerable adults. Positions in an  
21 in-training capacity are not eligible until they reach the goal class(es) noted above.

22 **Part B – DCYF:**

23 77B - Basic salary range plus ten percent (10%) for Social Service Specialists 3, 4 and 5s  
24 who independently perform the full scope of work during visits in unregulated  
25 environments, such as private residences, to conduct investigations for allegations of abuse

1 and/or neglect to assess the safety of vulnerable children. Positions in an in-training  
2 capacity are not eligible until they reach the goal class(es) noted above.

3 **~~REFERENCE #78:~~**

4 ~~Certified instructors of defensive tactics, firearms, taser, verbal tactics, and pistol~~  
5 ~~maintenance within the Criminal Justice Training Commission will be compensated at~~  
6 ~~basic salary plus ten dollars (\$10.00) per hour for every hour engaged in giving instruction~~  
7 ~~in certification and re-certification training.~~

8 NEW #X:

9 Within the Department of Ecology and Department of Natural Resources, basic salary plus  
10 seven and one half percent (7.5%) for designated specialty Hydrogeologist 3, 4, and 5 and  
11 Natural Resource Scientist 1, 2, 3, and 4 employees whose work includes consultation,  
12 design and execution of geological investigations, being in responsible charge (RCW  
13 18.220.010(14)) of geological or specialty geological work, or the drawing of geological  
14 conclusions and recommendations in a way that affects the public health, safety, or welfare;  
15 or testimony, or preparation and presentation of exhibits or documents for the sole purpose  
16 of being placed in evidence before any administrative or judicial tribunal or hearing.

### TENTATIVE AGREEMENT REACHED

*An electronic signature to this Agreement shall be given effect as if it were an original signature.*

For the Employer

For the Union

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Scott Lyders, Senior Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

*Amy M. Spiegel* 9/18/2024  
Amy Spiegel, Director of Advocacy  
WFSE/AFSCME Council 28

**Memorandum of Understanding  
 Between  
 The Evergreen State College And  
 The Washington Federation of State Employees Classified  
 Employees Appendix XXXX**

**Communications Officer Compensation Classification Specific Salary  
 Adjustment**

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

Code	Title	Range
451E	Communications Officer	43SP
451F	Communications Officer 1	49SP
451G	Communications Officer 2	53SP
451H	Communications Officer 3	57SP
451I	Communications Officer 4	61SP
450I	Communications Officer Assistant	41SP

The parties agree to "me too" the agreement reached at the State of Washington/OFM LRO negotiations table for all levels in the Communications Officer classification series if the range increase is higher.

Code	Title	Current Range	Range Increase
451E	Communications Officer	43SP	0
451F	Communications Officer 1	49SP	2
451G	Communications Officer 2	53SP	0

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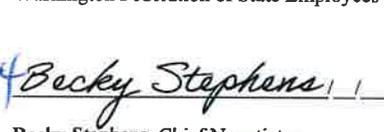
<u>451H</u>	<u>Communications Officer 3</u>	<u>57SP</u>	<u>2</u>
<u>451I</u>	<u>Communications Officer 4</u>	<u>61SP</u>	<u>0</u>
<u>450I</u>	<u>Communications Officer Assistant</u>	<u>41SP</u>	<u>0</u>

**TENTATIVE AGREEMENT REACHED**

*An electronic signature to this Tentative Agreement shall be given effect as if it were an original signature.*

The Evergreen State College

Washington Federation of State Employees

 9/23/24 

Laurel R. Uznanski, Chief Negotiator

Becky Stephens, Chief Negotiator

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**APPENDIX S**  
**CLASSIFICATION SPECIFIC SALARY ADJUSTMENTS**  
**AND NEW JOB CLASSIFICATIONS**

\*The provisions of this Appendix do not apply to the Department of Corrections, see DOC supplemental addendum.

CLASS CODE	CLASS TITLE	CURRENT RANGE	RANGE INCREASE	NEW RANGE Effective 7/1/2025
346E	ADULT TRAINING SPECIALIST 1	37	2	39
346F	ADULT TRAINING SPECIALIST 2	42	2	44
346G	ADULT TRAINING SPECIALIST 3	45	2	47
348K	BEHAVIORAL HEALTH SPECIALIST 3	50	2	52
NEW	BEHAVIORAL HEALTH SPECIALIST 4	NEW	NEW	55
566E	BRAND CONTROL SPECIALIST	33	4	37
566F	BRAND INSPECTOR 1	33	5	38
566G	BRAND INSPECTOR 2	39	5	44
<u>605E</u>	<u>CARPENTER</u>	<u>42G</u>	<u>1</u>	<u>50G</u>
<u>605F</u>	<u>CARPENTER LEAD</u>	<u>45G</u>	<u>1</u>	<u>46G</u>
<u>605G</u>	<u>CARPENTER SUPERVISOR</u>	<u>49G</u>	<u>1</u>	<u>50G</u>
<u>424A</u>	<u>CLAIMS OFFICER 1 - DSHS</u>	<u>59</u>	<u>2</u>	<u>61</u>
<u>424B</u>	<u>CLAIMS OFFICER 2 - DSHS</u>	<u>61</u>	<u>2</u>	<u>63</u>
<u>424C</u>	<u>CLAIMS OFFICER 3 - DSHS</u>	<u>63</u>	<u>2</u>	<u>65</u>
<u>424D</u>	<u>CLAIMS OFFICER 4 - DSHS</u>	<u>65</u>	<u>2</u>	<u>67</u>
NEW	CRIMINAL JUSTICE INFORMATION SPECIALIST 1	NEW	NEW	44

NEW	CRIMINAL JUSTICE TRAINER 1	NEW	NEW	50
NEW	CRIMINAL JUSTICE TRAINER 2	NEW	NEW	59
NEW	CRIMINAL JUSTICE TRAINER 3	NEW	NEW	62
NEW	CRIMINAL JUSTICE TRAINER 4	NEW	NEW	65
NEW	DATA SCIENCE & INFORMATICSON SPECIALIST 1	NEW	NEW	68
NEW	DATA SCIENCE & INFORMATICSON SPECIALIST 2	NEW	NEW	72
NEW	DATA SCIENCE & INFORMATION SPECIALIST 3	NEW	NEW	76
NEW	DATA SCIENCE & INFORMATICSON SPECIALIST 4	NEW	NEW	79
396K	DEPUTY STATE FIRE MARSHAL 1	48	4	52
NEW	DEPUTY STATE FIRE MARSHAL 3	NEW	NEW	68
<u>351U</u>	<u>DEVELOPMENTAL DISABILITY CASE/ RESOURCE MANAGER</u>	<u>58</u>	<u>1</u>	<u>59</u>
<u>351V</u>	<u>DEVELOPMENTAL DISABILITY OUTSTATION MANAGER</u>	<u>60</u>	<u>1</u>	<u>61</u>
<u>608F</u>	<u>ELECTRICIAN</u>	<u>50G</u>	<u>2</u>	<u>52G</u>
<u>608G</u>	<u>ELECTRICIAN – HIGH VOLTAGE</u>	<u>52G</u>	<u>2</u>	<u>54G</u>
<u>608H</u>	<u>ELECTRICIAN LEAD</u>	<u>53G</u>	<u>2</u>	<u>55G</u>
<u>608I</u>	<u>ELECTRICIAN LEAD – HIGH VOLTAGE</u>	<u>55G</u>	<u>2</u>	<u>57G</u>
<u>608J</u>	<u>ELECTRICIAN SUPERVISOR</u>	<u>57G</u>	<u>2</u>	<u>59G</u>
397A	EMERGENCY MANAGEMENT PROGRAM SPECIALIST 1	46	6	52

397B	EMERGENCY MANAGEMENT PROGRAM SPECIALIST 2	52	6	58
397C	EMERGENCY MANAGEMENT PROGRAM SPECIALIST 3	60	6	66
397D	EMERGENCY MANAGEMENT PROGRAM SPECIALIST 4	64	6	70
538O	ENGINEERING AIDE 3	51	2	53
538P	ENGINEERING AIDE 4	53	2	55
523F	ENVIRONMENTAL SPECIALIST 2	45	2	47
303L	EPIDEMIOLOGIST 3 (NON-MEDICAL)	71	2	73
<u>618R</u>	<u>EQUIPMENT OPERATOR 1</u>	<u>38E</u>	<u>3</u>	<u>41E</u>
600I	EQUIPMENT TECHNICIAN 1	33G	2	35G
<u>422P</u>	<u>FINANCIAL LEGAL EXAMINER 1</u>	<u>57</u>	<u>6</u>	<u>63</u>
422Q	FINANCIAL LEGAL EXAMINER 2	62	3	65
422R	FINANCIAL LEGAL EXAMINER 3	68	2	70
422S	FINANCIAL LEGAL EXAMINER 4	72	1	73
<u>591M</u>	<u>GROUNDS &amp; NURSERY SERVICES SPECIALIST 5</u>	<u>41</u>	<u>1</u>	<u>42</u>
<u>591N</u>	<u>GROUNDS &amp; NURSERY SERVICES SPECIALIST 6</u>	<u>45</u>	<u>1</u>	<u>46</u>
351Z	HABILITATION PLAN ADMINISTRATOR	57	<del>12</del>	<del>598</del>
NEW	HEAVY EQUIPMENT MECHANIC 1	NEW	NEW	56G
NEW	HEAVY EQUIPMENT MECHANIC 2	NEW	NEW	60G
NEW	HEAVY EQUIPMENT MECHANIC 3	NEW	NEW	63G
NEW	HEAVY EQUIPMENT MECHANIC 4	NEW	NEW	67G

596P	HIGHWAY MAINTENANCE WORKER 1	41E	<del>32</del>	43E
596R	HIGHWAY MAINTENANCE WORKER 2	46E	2	50E
355E	JUVENILE REHABILITATION COUNSELOR 1	48	2	50
355G	JUVENILE REHABILITATION COUNSELOR 2	52	2	54
355K	JUVENILE REHABILITATION COUNSELOR 3	54	4	58
385P	JUVENILE REHABILITATION OFFICER 1	43	3	46
385Q	JUVENILE REHABILITATION OFFICER 2	45	3	48
385S	JUVENILE REHABILITATION OFFICER 3	47	5	52
385R	JUVENILE REHABILITATION OFFICER 4	49	7	56
355N	JUVENILE REHABILITATION PROGRAM MANAGER	58	4	62
355I	JUVENILE REHABILITATION SPECIALIST	54	4	58
NEW	LAND SURVEYOR 1	NEW	NEW	56
527E	LAND SURVEYOR 2	55	4	59
527F	LAND SURVEYOR 3	61	2	63
NEW	LAND SURVEYOR 4	NEW	NEW	68
NEW	LAW JUDGE	NEW	NEW	70
NEW	LAW JUDGE SENIOR	NEW	NEW	73
425I	LEGAL ADMINISTRATIVE MANAGER	52	4	56
422I	LEGAL EXAMINER 1	55	8	63
422J	LEGAL EXAMINER 2	63	2	65
422K	LEGAL EXAMINER 3	68	2	70

NEW	LEGAL EXAMINER 4	NEW	NEW	74
261E	LIBRARY & ARCHIVAL PROFESSIONAL - MANAGER	61	3	64
458E	LICENSING SERVICES REPRESENTATIVE 1	43	1	44
<u>626J</u>	<u>MAINTENANCE MECHANIC 1</u>	<u>44G</u>	<u>1</u>	<u>45G</u>
<u>626K</u>	<u>MAINTENANCE MECHANIC 2</u>	<u>47G</u>	<u>1</u>	<u>48G</u>
<u>626L</u>	<u>MAINTENANCE MECHANIC 3</u>	<u>50G</u>	<u>1</u>	<u>51G</u>
<u>626M</u>	<u>MAINTENANCE MECHANIC 4</u>	<u>53G</u>	<u>1</u>	<u>54G</u>
516K	NATURAL RESOURCE SCIENTIST 1	47	5	52
516L	NATURAL RESOURCE SCIENTIST 2	52	6	58
516M	NATURAL RESOURCE SCIENTIST 3	60	2	62
516N	NATURAL RESOURCE SCIENTIST 4	67	3	70
<u>NEW</u>	<u>NATRUAL RESOURCE SPECIALIST 6</u>	<u>NEW</u>	<u>NEW</u>	<u>66</u>
399F	OCCUPATIONAL SAFETY AND HEALTH SPECIALIST 1	49	5	54
399G	OCCUPATIONAL SAFETY HEALTH SPECIALIST 2	53	5	58
399H	OCCUPATIONAL SAFETY AND HEALTH SPECIALIST 3	55	6	61
399I	OCCUPATIONAL SAFETY AND HEALTH SPECIALIST 4	56	9	65
306P	OCCUPATIONAL THERAPIST 3	56	3	59
306R	OCCUPATIONAL THERAPIST SUPERVISOR	59	3	62
<u>619F</u>	<u>PAINTER</u>	<u>42G</u>	<u>1</u>	<u>43G</u>
<u>619H</u>	<u>PAINTER LEAD</u>	<u>45G</u>	<u>1</u>	<u>46G</u>
<u>619J</u>	<u>PAINTER SUPERVISOR</u>	<u>49G</u>	<u>1</u>	<u>50G</u>

NEW	PARALEGAL 4	NEW	NEW	62
NEW	PARK OPERATIONS RANGER	NEW	NEW	56
389A	PARK RANGER 1	46	2	48
389B	PARK RANGER 2	51	2	53
389C	PARK RANGER 3	56	3	59
<del>295F</del>	<del>PHARMACIST 2</del>	<del>71G</del>	<del>3</del>	<del>74G</del>
<u>621F</u>	<u>PLUMBER/PIPEFITTER/ STEAMFITTER</u>	<u>50G</u>	<u>1</u>	<u>51G</u>
<u>621G</u>	<u>PLUMBER/PIPEFITTER/ STEAMFITTER</u>	<u>53G</u>	<u>1</u>	<u>54G</u>
<u>621H</u>	<u>PLUMBER/PIPEFITTER/ STEAMFITTER</u>	<u>57G</u>	<u>1</u>	<u>58G</u>
179I	PROPERTY & ACQUISITION SPECIALIST 1	42	4	46
179J	PROPERTY & ACQUISITION SPECIALIST 2	49	4	53
179K	PROPERTY & ACQUISITION SPECIALIST 3	54	4	58
179L	PROPERTY & ACQUISITION SPECIALIST 4	57	4	61
179M	PROPERTY & ACQUISITION SPECIALIST 5	60	4	64
179N	PROPERTY & ACQUISITION SPECIALIST 6	62	4	66
NEW	PSYCHIATRIC YOUTH COUNSELOR 1	NEW	NEW	49
348N	PSYCHIATRIC YOUTH COUNSELOR 2	49	3	52
348O	PSYCHIATRIC YOUTH COUNSELOR 3	52	3	55
348P	PSYCHIATRIC YOUTH COUNSELOR 4	55	3	58
362F	PSYCHOLOGIST - FORENSIC EVALUATOR	79	2	81
362C	PSYCHOLOGIST 3	69	2	71
362D	PSYCHOLOGIST 4	79	2	81
165G	PUBLIC BENEFITS SPECIALIST 1	41	2	43

283P	PUBLIC HEALTH ADVISOR 3	56	3	59
283Q	PUBLIC HEALTH ADVISOR 4	60	3	63
400P	RADIATION HEALTH PHYSICIST 1	59	4	63
400Q	RADIATION HEALTH PHYSICIST 2	62	7	69
400R	RADIATION HEALTH PHYSICIST 3	65	7	72
<u>285F</u>	<u>REGISTERED NURSE 2</u>	<u>68N</u>	<u>1</u>	<u>69N</u>
<u>502E</u>	<u>RESEARCH INVESTIGATOR 1</u>	<u>52</u>	<u>6</u>	<u>58</u>
502F	RESEARCH INVESTIGATOR 2	56	6	62
502G	RESEARCH INVESTIGATOR 3	61	5	66
125M	RESEARCH INVESTIGATOR 4	68	2	70
347G	RESIDENTIAL REHABILITATION COUNSELOR 3	49	2	51
347H	RESIDENTIAL REHABILITATION COUNSELOR 4	51	3	54
422M	REVIEW JUDGE	69	6	75
303M	SENIOR EPIDEMIOLOGIST (NON- MEDICAL)	76	2	78
<u>257E</u>	<u>SIGN LANGUAGE INTERPRETER 1</u>	<u>38</u>	<u>7</u>	<u>45</u>
<u>257F</u>	<u>SIGN LANGUAGE INTERPRETER 2</u>	<u>41</u>	<u>8</u>	<u>49</u>
257G	SIGN LANGUAGE INTERPRETER 3	47	9	56
<u>NEW</u>	<u>SPEECH PATHOLOGIST/ AUDIOLOGIST SPECIALIST 1</u>			
<u>351O</u>	<u>SOCIAL SERVICE SPECIALIST 1</u>	<u>51</u>	<u>1</u>	<u>52</u>
<u>351P</u>	<u>SOCIAL SERVICE SPECIALIST 2</u>	<u>56</u>	<u>1</u>	<u>57</u>
<u>351Q</u>	<u>SOCIAL SERVICE SPECIALIST 3</u>	<u>58</u>	<u>1</u>	<u>59</u>
<u>351M</u>	<u>SOCIAL SERVICE SPECIALIST 4</u>	<u>61</u>	<u>1</u>	<u>62</u>

<u>351R</u>	<u>SOCIAL SERVICE SPECIALIST 5</u>	<u>64</u>	<u>1</u>	<u>65</u>
351S	SOCIAL SERVICE SUPPORT SPECIALIST	39	3	42
163T	VETERANS BENEFIT SPECIALIST 1	42	1	43
163U	VETERANS BENEFIT SPECIALIST 2	45	1	46
NEW	VETERANS BENEFIT SPECIALIST 3	NEW	NEW	51
NEW	VETERANS BENEFIT SPECIALIST 4	NEW	NEW	54
<u>602U</u>	<u>WASTEWATER TREATMENT PLANT OPERATOR 2</u>	<u>53E</u>	<u>1</u>	<u>54E</u>
<u>602V</u>	<u>WASTEWATER TREATMENT PLANT OPERATOR 3</u>	<u>56E</u>	<u>1</u>	<u>57E</u>
521E	WCC CREW SUPERVISOR 1	43	<del>32</del>	45
521F	WCC CREW SUPERVISOR 2	46	<del>43</del>	49
453F	WEIGHTS & MEASURES COMPLIANCE SPECIALIST 2	43	3	46
453G	WEIGHTS & MEASURES COMPLIANCE SUPERVISOR	47	2	49
NEW	WIRELESS COMMUNICATIONS SYSTEMS DESIGNER	NEW	NEW	71E
NEW	WIRELESS COMMUNICATIONS SYSTEMS TECHNICIAN MANAGER	NEW	NEW	74E
NEW	WIRELESS COMMUNICATIONS SYSTEMS TECHNICIAN 1	NEW	NEW	55E
NEW	WIRELESS COMMUNICATIONS SYSTEMS TECHNICIAN 2	NEW	NEW	61E
NEW	WIRELESS COMMUNICATIONS	NEW	NEW	65E

	SYSTEMS TECHNICIAN 3			
NEW	WIRELESS COMMUNICATIONS SYSTEMS TECHNICIAN 4	NEW	NEW	67E
168P	WORKERS' COMPENSATION ADJUDICATOR 2	49	1	50
168R	WORKERS' COMPENSATION ADJUDICATOR 4	56	1	57
168S	WORKERS' COMPENSATION ADJUDICATOR 5	58	1	59
168E	WORKERS' COMPENSATION ADJUDICATOR 6	61	1	62
355P	YOUTH ACADEMY RESIDENTIAL SPECIALIST 2	44	4	49
355Q	YOUTH ACADEMY RESIDENTIAL SPECIALIST 3	48	4	52
355R	YOUTH ACADEMY RESIDENTIAL SPECIALIST 4	52	4	56

**TENTATIVE AGREEMENT REACHED**

*An electronic signature to this Agreement shall be given effect as if it were an original signature.*

For the Employer

For the Union

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Scott Lyders, Senior Labor Negotiator  
 OFM/SHR Labor Relations &  
 Compensation Policy Section

---

Amy Spiegel, Director of Advocacy  
 WFSE/AFSCME Council 28

## Startin

### Job Title

Admin Asst 2  
Admin Asst 3  
Custodian 1  
Custodian 2  
Custodian 3  
Customer Service Spec 2  
Customer Service Spec 3  
Early Childhood Prog Spec 1  
Early Childhood Prog Spec 2  
Equipment Tech 1  
Events Coord 3  
Farmer 3  
Fiscal Analyst 1  
Fiscal Analyst 2  
Fiscal Analyst 3  
Fiscal Analyst 5  
Fiscal Tech 2  
Fiscal Tech 3  
Grounds & Nursery Spec 2  
Grounds & Nursery Spec 4  
Library & Archives Paraprof 2  
Library & Archives Paraprof 3  
Library & Archives Paraprof 4  
Mail Processing Mgr  
Mail Processing-Driver  
Maint Custodian  
Maint Mechanic 1  
Maint Mechanic 2  
Maint Mechanic 3  
Office Asst 2  
Office Asst 3  
Plumber/Pipefitter/Steamfitter  
Proc & Supply Spec 2  
Proc & Supply Spec 3  
Prog Asst

Prog Coord

Prog Manager A

Rec Athletics Spec 1

Secretary

Secretary Senior

Secretary Supervisor

Utility Worker 1

## **ig Wage Adjustments**

### **Class Code**

**Compression/Inversion, 4 ranges**

**Compression/Inversion, 4 ranges**

**\$18/hour**

**Compression/Inversion, 2 ranges**

**Compression/Inversion, 1 range**

**Compression/Inversion, 4 ranges**

**Compression/Inversion, 4 ranges**

**\$18.00/hr**

**Class Specific, 2 ranges**

**Compression/Inversion, 1 range**

**Compression/Inversion, 1 range**

**Compression/Inversion, 4 ranges**

**Compression/Inversion, 5 ranges**

**Compression/Inversion, 5 ranges**

**Compression/Inversion, 5 ranges**

**Compression/Inversion, 2 ranges**

**Compression/Inversion, 4 ranges**

**Compression/Inversion, 4 ranges**

**Compression/Inversion, 2 ranges**

**Compression/Inversion, 2 ranges**

**Compression/Inversion, 1 range**

**Compression/Inversion, 1 range**

**Compression/Inversion, 1 range**

**Compression/Inversion, 4 ranges**

**Compression/Inversion, 4 ranges**

**Compression/Inversion, 2 ranges**

**Class Specific, 1 range**

**Class Specific, 1 range**

**Class Specific, 1 range**

**\$18/hour**

**Compression/Inversion, 4 ranges**

**Class Specific, 1 range**

**Compression/Inversion, 2 ranges**

**Compression/Inversion, 2 ranges**

**Compression/Inversion, 2 ranges**

**Compression/Inversion, 1 range**

**Compression/Inversion, 1 range**

**Compression/Inversion, 2 ranges**

**Reallocates to the Administrative Assistant class**

**Reallocates to the Administrative Assistant class**

**Reallocates to the Administrative Assistant class**

**\$18/hour**

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Memorandum of Understanding  
Between  
The Evergreen State College (Evergreen)  
And  
The Washington Federation of State Employees (Union)  
Classified Employees

Signing Payment

Employees who are covered under Article 43 and who are employed with Evergreen on July 1, 2025, will receive a five-hundred dollar (\$500.00), one-time lump sum signing payment on the July 25, 2025 pay date.

**TENTATIVE AGREEMENT REACHED**

*An electronic signature to this Tentative Agreement shall be given effect as if it were an original signature.*

The Evergreen State College

Washington Federation of State Employees

 9/23/2024

 1/1

Laurel R. Uznanski, Chief Negotiator

Becky Stephens, Chief Negotiator

1                                   **MEMORANDUM OF UNDERSTANDING**  
2                                   **BETWEEN**  
3                                   **THE STATE OF WASHINGTON**  
4                                   **AND**  
5                                   **PEBB COALITION OF UNIONS**

6                                   **Medical Flexible Spending Arrangement Work Group**

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

11     The parties agree to use the already scheduled quarterly series of meetings between Health  
12     Care Authority (HCA), Office of Financial Management (OFM) and Union staff  
13     representatives to review data and discuss possible options and solutions to increase  
14     represented employees' awareness and utilization of the FSA benefit. The parties will focus  
15     their efforts on the following items:

- 16     1.     Creating an introductory paragraph explaining the FSA benefit for represented  
17           employees for use in HCA communications. This communication shall include all  
18           the participatory unions' logos and/or names provided by the unions as well as  
19           HCA/PEBB branding.
- 20     2.     Exploring the option of sharing a list of all eligible employees who did not use the  
21           ~~three two~~ hundred ~~fifty~~ dollar (~~\$250~~ 300) benefit for the previous calendar year.
- 22     3.     Creating a timely and targeted communication for those employees who have not  
23           yet accessed their FSA benefit.
- 24     4.     Reviewing existing communications provided to new employees about the FSA  
25           benefit.
- 26     5.     Assisting the Coalition of Unions with providing information to their members  
27           about the FSA benefit.

1 6. Ensuring that any information shared protects employees’ personally identifiable  
2 information and protected health information.

3 7. Exploring options to provide access to this information for non-English speakers,  
4 for example, a flyer in multiple languages with notification of these benefits.

5 **This MOU will expire on June 30, 2027~~5~~.**

**TENTATIVE AGREEMENT REACHED**

*An electronic signature to this Agreement shall be given effect as if it were an original signature.*

For the Employer                      Date  
Janetta Sheehan                      08/21/2024  
Janetta Sheehan, Sr. Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

For the Healthcare Coalition                      Date  
Kurt Spiegel                      08/22/24  
Kurt Spiegel, Executive Director  
WESE

[Signature]                      8/22/2024.  
Jane Hopkins, President  
SEIU 1199NW

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7

~~For the Employer:~~

~~For the Healthcare Coalition:~~

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

~~/s/                      Date  
Jane Hopkins, President  
SEIU 1199NW~~

~~/s/                      Date  
Karen Estevenin, Executive Director  
PROTEC17~~



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**APPENDIX XX**  
**EIGHTEEN DOLLARS AN HOUR STARTING WAGE**

\*The provisions of this Appendix do not apply to the Department of Corrections, see DOC supplemental addendum.

<b>Class Code</b>	<b>Class Title</b>	<b>Current Range</b>	<b>Range Increase</b>	<b>New Range</b>
104H	ADMINISTRATIVE INTERN 1	30E	4	34E
104I	ADMINISTRATIVE INTERN 2	32E	4	36E
568H	AGRICULTURAL AIDE	30	4	34
568G	AGRICULTURAL COMMODITY INSPECTOR 1	32	4	36
149E	CASHIER 1	30	4	34
343E	COMMUNITY WORKER	31	3	34
678I	CUSTODIAN 1	32	2	34
<del>206H</del>	<del>DIGITAL PRINTING OPERATOR</del>	<del>30</del>	<del>4</del>	<del>34</del>
<del>206I</del>	<del>DIGITAL PRINTING OPERATOR</del>	<del>32</del>	<del>4</del>	<del>36</del>
519E	ENVIRONMENTAL TECHNICIAN	32	2	34
196A	EVENT ATTENDANT/USHER	30	4	34
148L	FISCAL TECHNICIAN 1	30	4	34
591I	GROUNDS & NURSERY SERVICES SPECIALIST 1	32	2	34
150E	INSURANCE TECHNICIAN 1	33	5	38
679E	LAUNDRY WORKER 1	32	2	34
262I	LIBRARY & ARCHIVES PARAPROFESSIONAL 1	31	3	34
113I	MAIL CARRIER-DRIVER	30	4	34
521H	NATURAL RESOURCE WORKER 2	32	4	36
100H	OFFICE ASSISTANT 1	30	4	34
100I	OFFICE ASSISTANT 2	32	4	36

678N	PARK AIDE	30	4	34
260P	PARKS INTERPRETIVE ASSISTANT	32	2	34
115E	PROCUREMENT & SUPPLY SUPPORT SPECIALIST 1	32	2	34
522E	SCIENTIFIC TECHNICIAN 1	30	4	34
681E	SEWING & ALTERATIONS SPECIALIST 1	30	4	34
116E	STOCKROOM ATTENDANT 1	30	4	34
116F	STOCKROOM ATTENDANT 2	32	4	36
<u>101E</u>	<u>TELEPHONE COMMUNICATIONS OPERATOR</u>	<u>30</u>	<u>4</u>	<u>34</u>
<u>101F</u>	<u>TELEPHONE COMMUNICATIONS OPERATOR LEAD</u>	<u>32</u>	<u>4</u>	<u>36</u>
199A	TOUR & INFORMATIONAL SERVICES COORDINATOR 1	32	2	34
632E	TRANSPORTATION HELPER	30	4	34
595K	UTILITY WORKER 1	30G	4	34G
595L	UTILITY WORKER 2	33G	4	37G
117I	WAREHOUSE OPERATOR 1	32G	2	34G
3550	YOUTH ACADEMY RESIDENTIAL SPECIALIST 1	33	1	34

**TENTATIVE AGREEMENT REACHED**

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For the Employer

For the Union

\_\_\_\_\_  
 Scott Lyders, Senior Labor Negotiator  
 OFM/SHR Labor Relations &  
 Compensation Policy Section

Amy M. Spiegel 9/18/2024  
 Amy Spiegel, Director of Advocacy  
 WFSE/AFSCME Council 28

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**APPENDIX XXX**  
**COMPRESSION AND INVERSION ADJUSTMENTS FOR**  
**EIGHTEEN DOLLARS AN HOUR STARTING WAGE**

\*The provisions of this Appendix do not apply to the Department of Corrections, see DOC supplemental addendum.

Class Code	Class Title	Current Range	Range Increase	New Range
105E	ADMINISTRATIVE ASSISTANT 1	35	4	39
105F	ADMINISTRATIVE ASSISTANT 2	37	4	41
105G	ADMINISTRATIVE ASSISTANT 3	40	4	44
105H	ADMINISTRATIVE ASSISTANT 4	46	4	50
105I	ADMINISTRATIVE ASSISTANT 5	50	4	54
104J	ADMINISTRATIVE INTERN 3	34E	4	38E
<u>106E</u>	<u>ADMINISTRATIVE SERVICES MANAGER A</u>	<u>46</u>	<u>4</u>	<u>50</u>
106F	ADMINISTRATIVE SERVICES MANAGER B	51	4	55
106G	ADMINISTRATIVE SERVICES MANAGER C	56	4	60
346E	ADULT TRAINING SPECIALIST 1	39	2	41
568I	AGRICULTURAL COMMODITY INSPECTOR 2	36	2	38
569E	AGRICULTURAL TECHNOLOGIST	36	4	40
152I	AUDITOR 2	42	3	45
152J	AUDITOR 3	46	3	49
152K	AUDITOR 4	50	3	53
152L	AUDITOR 5	52	3	55
566E	BRAND CONTROL SPECIALIST	37	1	38
566F	BRAND INSPECTOR 1	38	1	39
149H	CASHIER 4	37	4	41
197I	COMMUNICATIONS CONSULTANT 1	38	2	40

208A	COMMUNITY OUTREACH & ENVIRONMENTAL EDUCATIONAL SPECIALIST 1	38	2	40
144E	CONTRACTS ASSISTANT	37	2	39
674G	COOK 1	35	1	36
674H	COOK 2	38	1	39
674I	COOK 3	40	2	42
<u>206L</u>	<u>COPY CENTER LEAD A</u>	<u>34</u>	<u>4</u>	<u>38</u>
206M	COPY CENTER LEAD B	36	4	40
678J	CUSTODIAN 2	34	2	36
678K	CUSTODIAN 3	37	1	38
102A	CUSTOMER SERVICE SPECIALIST 1	35	4	39
102B	CUSTOMER SERVICE SPECIALIST 2	37	4	41
102C	CUSTOMER SERVICE SPECIALIST 3	39	4	43
102D	CUSTOMER SERVICE SPECIALIST 4	43	4	47
168A	DDS EXAMINER SUPPORT SPECIALIST 1	36	4	40
523E	ENVIRONMENTAL SPECIALIST 1	38	2	40
600I	EQUIPMENT TECHNICIAN 1	35G	1	36G
111C	EVENTS COORDINATOR 3	39	2	41
122E	EXTERNAL CIVIL RIGHTS SPECIALIST 1	47	2	49
122F	EXTERNAL CIVIL RIGHTS SPECIALIST 2	53	1	54
565K	FARMER 3	38	4	42
177Q	FINANCIAL RECOVERY ENFORCEMENT OFFICER 1	39	1	40
143I	FISCAL ANALYST 1	40	5	45
143J	FISCAL ANALYST 2	44	5	49
143K	FISCAL ANALYST 3	50	5	55
143L	FISCAL ANALYST 4	54	3	57
143M	FISCAL ANALYST 5	59	2	61
148M	FISCAL TECHNICIAN 2	34	4	38

148N	FISCAL TECHNICIAN 3	36	4	40
148O	FISCAL TECHNICIAN LEAD	37	5	42
<u>148P</u>	<u>FISCAL TECHNICIAN SUPERVISOR</u>	<u>40</u>	<u>5</u>	<u>45</u>
675F	FOOD SERVICE WORKER	34	1	35
112I	FORMS & RECORDS ANALYST 1	36	3	39
591J	GROUNDS & NURSERY SERVICES SPECIALIST 2	34	2	36
591K	GROUNDS & NURSERY SERVICES SPECIALIST 3	36	2	38
591L	GROUNDS & NURSERY SERVICES SPECIALIST 4	38	2	40
591M	GROUNDS & NURSERY SERVICES SPECIALIST 5	42 <sup>+</sup>	1	43 <del>2</del>
119E	HUMAN RESOURCE CONSULTANT 1	47	2	49
119F	HUMAN RESOURCE CONSULTANT 2	53	1	54
123E	HUMAN RESOURCE CONSULTANT ASSISTANT 1	36	3	39
123F	HUMAN RESOURCE CONSULTANT ASSISTANT 2	42	2	44
150G	INSURANCE TECHNICIAN 3	37	5	42
152N	LABOR & INDUSTRIES AUDITOR 1	42	3	45
152O	LABOR & INDUSTRIES AUDITOR 2	45	3	48
152P	LABOR & INDUSTRIES AUDITOR 3	50	2	52
152Q	LABOR & INDUSTRIES AUDITOR 4	54	1	55
152R	LABOR & INDUSTRIES AUDITOR 5	57	1	58
510E	LABORATORY ASSISTANT 1	38	1	39
679H	LAUNDRY OPERATIONS SUPERVISOR 1	41	1	42
679I	LAUNDRY OPERATIONS SUPERVISOR 2	46	1	47
679F	LAUNDRY WORKER 2	34	2	36
679G	LAUNDRY WORKER 3	38	1	39

425E	LEGAL ASSISTANT 1	38	4	42
425F	LEGAL ASSISTANT 2	41	2	43
425D	LEGAL OFFICE ASSISTANT	36	4	40
262J	LIBRARY & ARCHIVES PARAPROFESSIONAL 2	37	1	38
262L	LIBRARY AND ARCHIVES PARAPROFESSIONAL 3	39	1	40
262M	LIBRARY AND ARCHIVES PARAPROFESSIONAL 4	46	1	47
113L	MAIL PROCESSING MANAGER	40	4	44
113J	MAIL PROCESSING-DRIVER	34	4	38
113K	MAIL PROCESSING-DRIVER LEAD	36	4	40
678H	MAINTENANCE CUSTODIAN	36	2	38
170E	MEDICAL ASSISTANCE SPECIALIST 1	35	3	38
170F	MEDICAL ASSISTANCE SPECILIST 2	38	2	40
182A	MEDICAL PROGRAM ASSISTANT	38	2	40
282F	MEDICAL TRANSCRIPTIONIST 2	37	4	41
519I	NATURAL RESOURCES TECHNICIAN 2	34	2	36
519J	NATURAL RESOURCES TECHNICIAN 3	39	2	41
100J	OFFICE ASSISTANT 3	34	4	38
100K	OFFICE ASSISTANT LEAD	36	4	40
106J	OFFICE MANAGER	43	2	45
106K	OFFICE SERVICES MANAGER 1	47	1	48
106L	OFFICE SERVICES MANAGER 2	49	1	50
100L	OFFICE SUPPORT SUPERVISOR 1	38	4	42
100M	OFFICE SUPPORT SUPERVISOR 2	40	4	44
100R	OFFICE SUPPORT SUPERVISOR 3	43	3	46
260Q	PARKS INTERPRETIVE SPECIALIST 1	40	1	41
260T	PARKS INTERPRETIVE SPECIALIST 2	45	1	46
260V	PARKS INTERPRETIVE SPECIALIST 3	53	1	54

101G	PBX & TELEPHONE OPERATOR	34	4	38
101H	PBX CHIEF OPERATOR	36	4	40
680B	PERSONAL SERVICES SPECIALIST 2	34	1	35
680C	PERSONAL SERVICES SPECIALIST 3	36	1	37
570K	PLANT TECHNICIAN 2	37	2	39
260J	PRESERVATION & MUSEUM SPECIALIST 2	38	2	40
260K	PRESERVATION & MUSEUM SPECIALIST 3	42	2	44
260L	PRESERVATION & MUSEUM SPECIALIST 4	48	1	49
205G	PRINTING & DUPLICATION SPECIALIST 3	35G	4	39G
115F	PROCUREMENT & SUPPLY SUPPORT SPECIALIST 2	34	2	36
115G	PROCUREMENT & SUPPLY SUPPORT SPECIALIST 3	36	2	38
107M	PROGRAM ASSISTANT	37	2	39
107N	PROGRAM COORDINATOR	40	1	41
107R	PROGRAM MANAGER A	48	1	49
107Q	PROGRAM SUPPORT SUPERVISOR 2	44	1	45
701E	RECREATION & ATHLETICS SPECIALIST 1	35	2	37
257J	RESIDENTIAL/STUDENT LIFE COUNSELOR	37	3	40
227G	RETAIL CLERK 2	34	2	36
678O	SENIOR PARK AIDE	36E	1	37E
681F	SEWING & ALTERATIONS SPECIALIST 2	35	4	39
681G	SEWING & ALTERATIONS SPECIALIST 3	39	4	43
681H	SEWING & ALTERATIONS SUPERVISOR	43	4	47
<u>257E</u>	<u>SIGN LANGUAGE INTERPRETER 1</u>	<u>35</u>	<u>2</u>	<u>47</u>
<u>257F</u>	<u>SIGN LANGUAGE INTERPRETER 2</u>	<u>49</u>	<u>1</u>	<u>50</u>
116G	STOCKROOM ATTENDANT 3	35	4	39
116I	STOCKROOM SUPERVISOR	37	4	41
178E	SUPPORT ENFORCEMENT TECHNICIAN	39	1	40
177O	TAX SERVICE REPRESENTATIVE 1	35	3	38

177P	TAX SERVICE REPRESENTATIVE 2	37	3	40
101I	TELEPHONE COMMUNICATIONS SUPERVISOR	38	4	42
310P	THERAPY AIDE	38	2	40
595M	UTILITY WORKER 3	36G	4	40G
595N	UTILITY WORKER 4	39G	4	43G
163S	VETERANS BENEFIT ASSISTANT	35	3	38
163T	VETERANS BENEFIT SPECIALIST 1	43	2	45
163U	VETERANS BENEFIT SPECIALIST 2	46	2	48
117J	WAREHOUSE OPERATOR 2	34G	2	36G
453E	WEIGHTS & MEASURES COMPLIANCE SPECIALIST 1	35	5	40
402b	WILDLAND FIRE MGMT SUPERVISOR	44	2	46
402G	WILDLAND FIRE MGMT TECHNICIAN	38	1	39
358E	WORKSOURCE SPECIALIST 1	37	2	39

**TENTATIVE AGREEMENT REACHED**

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For the Employer

For the Union

\_\_\_\_\_  
Scott Lyders, Senior Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

*Amy M. Spiegel* 9/18/2024  
Amy Spiegel, Director of Advocacy  
WFSE/AFSCME Council 28

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**APPENDIX XX**

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**EIGHTEEN DOLLARS AN HOUR STARTING WAGE**

<b>Class Code</b>	<b>Class Title</b>	<b>Current Range</b>	<b>Range Increase</b>	<b>New Range</b>
703A	ART MODEL	31	3	34
149E	CASHIER 1	30	4	34
149F	CASHIER 2	32	4	36
254E	CREDENTIALS EVALUATOR 1	30	4	34
254F	CREDENTIALS EVALUATOR 2	33	4	37
678I	CUSTODIAN 1	32	2	34
206H	DIGITAL PRINTING OPERATOR	30	4	34
256A	EARLY CHILDHOOD PROGRAM SPECIALIST 1	32	4	36
111A	EVENTS COORDINATOR 1	30	4	34
148L	FISCAL TECHNICIAN 1	30	4	34
591I	GROUNDS & NURSERY SERVICES SPECIALIST 1	32	2	34
262I	LIBRARY & ARCHIVES PARAPROFESSIONAL 1	31	3	34
113I	MAIL CARRIER-DRIVER	30	4	34
203O	MEDIA ASSISTANT 1	30	4	34
203E	MEDIA TECHNICIAN	30	4	34
100H	OFFICE ASSISTANT 1	30	4	34
100I	OFFICE ASSISTANT 2	32	4	36
115E	PROCUREMENT & SUPPLY SUPPORT SPECIALIST 1	32	2	34
509E	RESEARCH AIDE 1	31	3	34
227F	RETAIL CLERK 1	32	2	34

116E	STOCKROOM ATTENDANT 1	30	4	34
116F	STOCKROOM ATTENDANT 2	32	4	36
101E	TELEPHONE COMMUNICATIONS OPERATOR	30	4	34
595K	UTILITY WORKER 1	30G	4	34G
595L	UTILITY WORKER 2	33G	4	37G
117I	WAREHOUSE OPERATOR 1	32G	2	34G

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For the Employer

For the Union

*Patricia Foshaug* 09/17/2024

*Mark Hamilton* 9/17/2024

Patricia Foshaug, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Mark Hamilton, Labor Advocate  
Washington Federation of State  
Employees, Council 28

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**APPENDIX XXX**  
**COMPRESSION AND INVERSION ADJUSTMENTS FOR**  
**EIGHTEEN DOLLARS AN HOUR STARTING WAGE**

<b>Class Code</b>	<b>Class Title</b>	<b>Current Range</b>	<b>Range Increase</b>	<b>New Range</b>
105E	ADMINISTRATIVE ASSISTANT 1	35	4	39
105F	ADMINISTRATIVE ASSISTANT 2	37	4	41
105G	ADMINISTRATIVE ASSISTANT 3	40	4	44
105H	ADMINISTRATIVE ASSISTANT 4	46	4	50
106E	ADMINISTRATIVE SERVICES MANAGER A	46	4	50
106F	ADMINISTRATIVE SERVICES MANAGER B	51	4	55
106G	ADMINISTRATIVE SERVICES MANAGER C	56	4	60
230E	BOOKSTORE BUYER	38	1	39
230G	BOOKSTORE SUPERVISOR	39	1	40
149G	CASHIER 3	34	4	38
149H	CASHIER 4	37	4	41
197I	COMMUNICATIONS CONSULTANT 1	38	2	40
144E	CONTRACTS ASSISTANT	37	2	39
674G	COOK 1	35	1	36
674H	COOK 2	38	1	39
674I	COOK 3	40	2	42
206L	COPY CENTER LEAD A	34	4	38
254G	CREDENTIALS EVALUATOR 3	38	4	42
253L	CURRICULUM ADVISOR	35	3	38
678J	CUSTODIAN 2	34	2	36
678K	CUSTODIAN 3	37	1	38
102A	CUSTOMER SERVICE SPECIALIST 1	35	4	39

102B	CUSTOMER SERVICE SPECIALIST 2	37	4	41
102C	CUSTOMER SERVICE SPECIALIST 3	39	4	43
102D	CUSTOMER SERVICE SPECIALIST 4	43	4	47
256B	EARLY CHILDHOOD PROGRAM SPECIALIST 2	38	4	42
256C	EARLY CHILDHOOD PROGRAM SPECIALIST 3	44	4	48
256D	EARLY CHILDHOOD PROGRAM SPECIALIST 4	51	3	54
111B	EVENTS COORDINATOR 2	35	3	38
111C	EVENTS COORDINATOR 3	39	2	41
111D	EVENTS COORDINATOR 4	46	1	47
143I	FISCAL ANALYST 1	40	5	45
143J	FISCAL ANALYST 2	44	5	49
143K	FISCAL ANALYST 3	50	5	55
143L	FISCAL ANALYST 4	54	3	57
143M	FISCAL ANALYST 5	59	2	61
148M	FISCAL TECHNICIAN 2	34	4	38
148N	FISCAL TECHNICIAN 3	36	4	40
148O	FISCAL TECHNICIAN LEAD	37	5	42
148P	FISCAL TECHNICIAN SUPERVISOR	40	5	45
675F	FOOD SERVICE WORKER	34	1	35
591J	GROUNDS & NURSERY SERVICES SPECIALIST 2	34	2	36
591K	GROUNDS & NURSERY SERVICES SPECIALIST 3	36	2	38
591L	GROUNDS & NURSERY SERVICES SPECIALIST 4	38	2	40

591M	GROUNDS & NURSERY SERVICES SPECIALIST 5	41	1	42
119E	HUMAN RESOURCE CONSULTANT 1	47	2	49
119F	HUMAN RESOURCE CONSULTANT 2	53	1	54
123E	HUMAN RESOURCE CONSULTANT ASSISTANT 1	36	3	39
123F	HUMAN RESOURCE CONSULTANT ASSISTANT 2	42	2	44
510E	LABORATORY ASSISTANT 1	38	1	39
262J	LIBRARY & ARCHIVES PARAPROFESSIONAL 2	37	1	38
262L	LIBRARY AND ARCHIVES PARAPROFESSIONAL 3	39	1	40
262M	LIBRARY AND ARCHIVES PARAPROFESSIONAL 4	46	1	47
113L	MAIL PROCESSING MANAGER	40	4	44
113J	MAIL PROCESSING-DRIVER	34	4	38
113K	MAIL PROCESSING-DRIVER LEAD	36	4	40
678H	MAINTENANCE CUSTODIAN	36	2	38
592E	MEDIA MAINTENANCE TECHNICIAN 1	37	1	38
203G	MEDIA TECHNICIAN LEAD	39	3	42
100J	OFFICE ASSISTANT 3	34	4	38
106J	OFFICE MANAGER	43	2	45
100L	OFFICE SUPPORT SUPERVISOR 1	38	4	42
100R	OFFICE SUPPORT SUPERVISOR 3	43	3	46
260K	PRESERVATION & MUSEUM SPECIALIST 3	42	2	44

115F	PROCUREMENT & SUPPLY SUPPORT SPECIALIST 2	34	2	36
115G	PROCUREMENT & SUPPLY SUPPORT SPECIALIST 3	36	2	38
107M	PROGRAM ASSISTANT	37	2	39
107N	PROGRAM COORDINATOR	40	1	41
107R	PROGRAM MANAGER A	48	1	49
107P	PROGRAM SUPPORT SUPERVISOR 1	41	1	42
107Q	PROGRAM SUPPORT SUPERVISOR 2	44	1	45
701E	RECREATION & ATHLETICS SPECIALIST 1	35	2	37
227G	RETAIL CLERK 2	34	2	36
227H	RETAIL CLERK LEAD	36	2	38
257E	SIGN LANGUAGE INTERPRETER 1	45	2	47
257F	SIGN LANGUAGE INTERPRETER 2	49	1	50
674O	SNACK BAR LEAD	34	3	37
116G	STOCKROOM ATTENDANT 3	35	4	39
118E	SURPLUS INVENTORY CONTROL SPECIALIST 2	37	1	38
595M	UTILITY WORKER 3	36G	4	40G
117J	WAREHOUSE OPERATOR 2	34G	2	36G

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For the Employer

For the Union

*Patricia Foshaug* 09/17/2024

*Mark Hamilton* 9/17/2024

Patricia Foshaug, Labor Negotiator  
OFM/SHR Labor Relations &  
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