



**2023-2025**

**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**THE EVERGREEN STATE COLLEGE**

**AND**

**WASHINGTON FEDERATION**

**OF STATE EMPLOYEES**

**Uniformed Personnel**

**EFFECTIVE**

**JULY 1, 2023 THROUGH JUNE 30, 2025**



**evergreen**

TABLE OF CONTENTS

**Preamble** ..... 3

**ARTICLE 1 UNION RECOGNITION** ..... 3

**ARTICLE 2 NON-DISCRIMINATION** ..... 3

**ARTICLE 3 WORKPLACE BEHAVIOR** ..... 4

**ARTICLE 4 HIRING AND APPOINTMENTS**..... 5

**ARTICLE 6 PERFORMANCE EVALUATION**..... 15

**ARTICLE 7 HOURS OF WORK**..... 16

**ARTICLE 8 OVERTIME**..... 20

**ARTICLE 9 TRAINING AND EMPLOYEE DEVELOPMENT**..... 23

**ARTICLE 10 HOLIDAYS** ..... 25

**ARTICLE 11 VACATION LEAVE**..... 28

**ARTICLE 12 SICK LEAVE** ..... 32

**ARTICLE 13 SHARED LEAVE** ..... 36

**ARTICLE 14 SHARED LEAVE POOLS** ..... 44

**ARTICLE 15 FAMILY AND MEDICAL LEAVE**..... 45

**ARTICLE 16 WORK-RELATED INJURY OR ILLNESS** ..... 48

**ARTICLE 17 SUSPENDED OPERATIONS** ..... 48

**ARTICLE 18 MISCELLANEOUS PAID LEAVES** ..... 49

**ARTICLE 19 LEAVE WITHOUT PAY** ..... 51

**ARTICLE 20 SAFETY AND HEALTH** ..... 54

**ARTICLE 21 UNIFORMS AND EQUIPMENT**..... 55

**ARTICLE 22 DRUG AND ALCOHOL FREE WORKPLACE** ..... 56

**ARTICLE 23 TRAVEL** ..... 58

**ARTICLE 24 COMMUTE TRIP REDUCTION AND PARKING** ..... 58

**ARTICLE 25 LICENSURE AND CERTIFICATION** ..... 59

**ARTICLE 26 VOLUNTEERS AND STUDENT WORKERS** ..... 59

**ARTICLE 27 RESIGNATION AND ABANDONMENT** ..... 59

**ARTICLE 28 PRIVACY AND OFF-DUTY CONDUCT** ..... 60

**ARTICLE 29 DISCIPLINE**..... 60

**ARTICLE 30 GRIEVANCE PROCEDURE**..... 62

**ARTICLE 31 LEGAL DEFENSE** ..... 68

**ARTICLE 32 EMPLOYEE ASSISTANCE PROGRAM ..... 68**

**ARTICLE 33 EMPLOYEE FILES..... 68**

**ARTICLE 34 REASONABLE ACCOMMODATION AND DISABILITY SEPARATION ..... 69**

**ARTICLE 35 LAYOFF AND RECALL ..... 70**

**ARTICLE 36 MANAGEMENT RIGHTS ..... 77**

**ARTICLE 37 MANDATORY SUBJECTS..... 78**

**ARTICLE 38 UNION-MANAGEMENT COMMUNICATION COMMITTEE ..... 79**

**ARTICLE 39 SENIORITY..... 80**

**ARTICLE 40 UNION ACTIVITIES..... 82**

**ARTICLE 41 UNION DUES DEDUCTION AND STATUS REPORTS..... 89**

**ARTICLE 42 CLASSIFICATION ..... 92**

**ARTICLE 43 COMPENSATION ..... 95**

**ARTICLE 44 HEALTH CARE BENEFITS AMOUNTS..... 102**

**ARTICLE 45 VOLUNTARY EMPLOYEES’ BENEFICIARY ASSOCIATIONS (VEBAS)..... 102**

**ARTICLE 46 CHILDCARE CENTER ..... 102**

**ARTICLE 47 EMPLOYEE LOUNGE FACILITIES..... 102**

**ARTICLE 48 STRIKES..... 103**

**ARTICLE 49 CONTRACTING ..... 103**

**ARTICLE 50 SHARED SERVICES ..... 103**

**ARTICLE 51 ENTIRE AGREEMENT ..... 103**

**ARTICLE 52 SAVINGS CLAUSE ..... 104**

**ARTICLE 53 DISTRIBUTION OF AGREEMENT..... 104**

**ARTICLE 54 TERM OF AGREEMENT ..... 104**

**APPENDIX A Salary Grid..... 105**

**APPENDIX B Salary Grid..... 106**

**APPENDIX C Special Pay Ranges ..... 107**

**APPENDIX D Assignment Pay..... 108**

**APPENDIX E Health Care Benefits Amounts..... 109**

## **PREAMBLE**

This Agreement is made and entered into by The Evergreen State College, referred to as the “Employer,” and the Washington Federation of State Employees (WFSE), AFSCME Council 28, AFL-CIO, referred to as the “Union.”

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

## **ARTICLE 1 UNION RECOGNITION**

- 1.1** The Employer recognizes the Union as the exclusive bargaining representative for the employees described as follows:
  - A. Non-Supervisory Law Enforcement, PERC Decision 13183
  - B. Supervisory, Law Enforcement, PERC Decision 13183
- 1.2** This Agreement covers the employees in the bargaining units described above, but does not cover any statutorily-excluded positions. The titles of the jobs listed above are for descriptive purposes only.
- 1.3** If the Public Employment Relations Commission (PERC) certifies the Union as the exclusive bargaining representative during the term of this Agreement for a bargaining unit with the Employer, the terms of this Agreement will apply.

## **ARTICLE 2 NON-DISCRIMINATION**

- 2.1** Under this Agreement, neither party will discriminate against employees on the basis of religion, age, sex, status as a breastfeeding mother, pregnancy, marital status, race (including traits historically associated or perceived to be associated with race such as, but not limited to, hair texture and protective hairstyles), color, creed, national origin, political affiliation, military status, status as an honorably discharged veteran, a disabled veteran or Vietnam era veteran, sexual orientation, gender identity, gender expression, any real or perceived sensory, mental or physical disability, use of a trained guide or service animal by a person with a disability, genetic information, HIV/AIDS or Hepatitis C status, status as an actual or perceived victim of domestic violence, sexual assault, or stalking, or because of the participation or lack of participation in union activities, or any other legally protected

class. Bona fide occupational qualifications based on the above traits do not violate this Section.

- 2.2 Employees who feel they have been the subjects of discrimination are encouraged to discuss such issues with their supervisor or other management staff, or file a complaint in accordance with the Employer's policy. In cases where an employee files both a grievance and an internal complaint regarding the same alleged discrimination, the grievance will be suspended until the internal complaint process has been completed. Following completion of the internal complaint process, the Union may request the grievance process be continued. Such request must be made within fourteen (14) calendar days of the employee and Union being notified, in writing, of the findings of the internal complaint.
- 2.3 Both parties agree that unlawful harassment will not be tolerated.
- 2.4 Both parties agree that nothing in this Agreement will prevent the implementation of an approved affirmative action plan.
- 2.5 Both parties agree that nothing in this Agreement will prevent an employee from filing a complaint with the Washington State Human Rights Commission, Department of Education's Office for Civil Rights, or the Equal Employment Opportunity Commission.

### **ARTICLE 3 WORKPLACE BEHAVIOR**

- 3.1 The Employer and the Union agree that all employees should work in an environment that fosters mutual respect and professionalism. The parties agree that inappropriate behavior in the workplace does not promote 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.
- 3.4 Substantive aspects of this article are not subject to the grievance procedure. Procedural aspects of this article are subject to Step 3 of the grievance procedure only. No other grievance steps apply.

## ARTICLE 4 HIRING AND APPOINTMENTS

### 4.1 Filling Positions

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

Positions will be posted for at least ten (10) calendar days. Positions that are posted using the open continuous recruitment process meet the ten (10) calendar days posting requirement.

When filling positions, the Employer will consider employees on the appropriate layoff list and the most senior candidate on the internal layoff list with the required skills and abilities who had indicated an appropriate geographic availability will be appointed to the position. If there are no names on the internal layoff list, the Employer will consider internal promotional candidates and employees who are requesting a transfer or voluntary demotion prior to considering other candidates. The Employer will offer an interview to at least two (2) transfer or voluntary demotion candidates with the skills and abilities required for the position.

B. Internal Posting of Vacant Positions

Human Resource Services will regularly distribute employment bulletins to employees by email. The parties agree to meet in UMCC regarding how to handle areas where email distribution may not be feasible.

- C. An internal promotional candidate is an employee who applies for appointment with the Employer to a class with a higher salary range maximum.
- D. A transfer candidate is an employee who applies for appointment with the Employer to a position in the same class, same class on a different shift or to a different class with the same salary range maximum.
- E. A voluntary demotion candidate is an employee who applies for appointment with the Employer to a class with a lower salary range maximum.
- F. The Employer will establish an application process for internal promotions, transfers and voluntary demotions. Consideration will be limited to employees who have the skills and abilities required for a position.
- G. The Employer will establish a posting process that takes into consideration employee accessibility issues to electronic and hard copy notifications, as well as geographical issues.

## 4.2 Types of Appointment

### A. Regular Employment

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

### B. Cyclic Year Employment

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

When additional work is required of a cyclic position during a period for which the position was scheduled for leave without pay, the temporary work will be offered to the incumbent. The incumbent will be allowed at least three (3) working days in which to accept or decline the offer. Should the incumbent decline the work, it will be offered to other cyclic employees, in the same classification or a higher classification in the same class series, with the necessary skills and abilities, in order of seniority, before being filled by other means. If the position has a lower salary range maximum, the cyclic employee will be placed in the new range at a salary equal to their previous base salary. If the previous base salary exceeds the new range, the employee's base salary will be set equal to the new range maximum.

### C. Project Employment

1. The Employer may appoint employees into project positions for which employment is contingent upon state, federal, local, grant, or other special funding of specific and of time-limited duration or when a classified employee is on approved leave without pay to accept a temporary exempt appointment with the Employer in accordance with Article 19.2 H. The Employer will notify the employees, in writing, of the expected ending date of the project employment.
2. Employees who have entered into project employment without previously attaining permanent status will serve a probationary period. Employees will gain permanent project status upon successful completion of their probationary period.

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

- a. Promote to another job classification within the project; or

- b. Transfer or voluntarily demote within the project to another job classification in which they have not attained permanent status.
3. The Employer may consider project employees with permanent project status for transfer, voluntary demotion, or promotion to non-project positions. Employees will serve a trial service period upon transfer, voluntary demotion, or promotion to a non-project position.
4. When the Employer converts a project appointment into a permanent appointment, the employee will serve a probationary or trial service period.
5. The layoff and recall rights of project employees will be in accordance with the provisions in Article 35, Layoff and Recall.

D. In-Training Employment

1. The Employer may designate specific positions, groups of positions, or all positions in a job classification or series as in-training. The Employer will document the training program, including a description and length of the program. The Employer will discuss any proposed in-training series at a Union-Management Communication Committee meeting prior to implementation.
2. A candidate who is initially hired into an in-training position must successfully complete the job requirements of the appointment. The Employer may separate from classified service any employee who has completed the probationary period for an in-training appointment but does not successfully complete the subsequent trial service periods required by the in-training program. Employees who are not successful may be separated at any time with three (3) working days' notice from the Employer.

If the Employer fails to provide three (3) working days' notice, the separation will stand and the employee will be entitled to payment of salary for up to three (3) working days, which the employee would have worked had notice been given. Under no circumstances will notice deficiencies result in an employee gaining status in the in-training position. The separation of an employee will not be subject to the grievance procedure in Article 30, Grievance Procedure.

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

If the Employer fails to provide three (3) working days' notice, the reversion will stand and the employee will be entitled to payment of the difference in

salary for up to three (3) working days, which the employee would have worked at the higher level if notice had been given. Under no circumstances will notice deficiencies result in an employee gaining permanent status in the in-training position.

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

4. A trial service period may be required for each level of the in-training appointment, or the entire in-training appointment may be designated as the trial service period. The Employer will determine the length of the trial service period or periods to be served by an employee in an in-training appointment.
5. If a trial service period is required for each level of the in-training appointment, the employee will attain permanent status upon successful completion of the training program at each level.
6. If the entire in-training program—meaning all levels within the in-training appointment—is designated as a trial service period, the employee will attain permanent status upon successful completion of the training requirements for the entire in-training program.

E. Non-Permanent Employment *[Insert definition or other wording from classified contract.]*

F. Other Employment

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

1. Maintain their established periodic increment date in accordance with Article 43.5;
2. Accrue vacation leave in accordance with Article 11.3; and
3. Have reemployment rights in accordance with Article 19.4.

### **4.3 Employee Status**

A. Classified Service

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

B. Job Classification

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

**4.4 Certification of Applicants**

The Employer will determine the number of applicants to be certified to the hiring official for consideration. All employees on the internal layoff list for the classification, and all promotional, transfer and voluntary demotion candidates, who have the skills and abilities to perform the duties of the position will be certified and will be considered by the Employer, prior to consideration of other candidates.

**4.5 Review Periods**

A. Probationary Period

1. Every permanent Campus Police Officer, following their initial appointment to a permanent appointment, will serve a probationary period of twelve (12) months following the successful completion of the Washington State Criminal Justice Training Commission's basic law enforcement (or equivalent) academy, or twelve (12) months if academy training is not required.
2. The Employer may separate a probationary employee at any time during the probationary period, whether or not the Employer has evaluated the probationary employee. The Employer will provide the employee one (1) working days' written notice prior to the effective date of the separation.  
  
If the Employer fails to provide one (1) working days' notice, the separation will stand and the employee will be entitled to payment of salary for up to one (1) working day, which the employee would have worked had notice been given. Under no circumstances will notice deficiencies result in an employee gaining permanent status. The separation of a probationary employee will not be subject to the grievance procedure in Article 30.
3. The Employer will extend a full-time employee's probationary period, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service. Employees working less than full-time will have their probationary period extended, on a day-for-a-day basis, on the same proportional basis that their appointment bears to full-time appointment.
4. An employee who transfers, promotes or voluntarily demotes prior to completing their initial probationary period will serve a new probationary period. The length of the new probationary period will be in accordance with Subsection 4.5 A.1, unless adjusted by the Employer for time already

served in probationary status. In no case, however, will the total probationary period be less than twelve (12) consecutive months.

B. Trial Service Period

1. All employees with permanent status who are promoted or who voluntarily accept a transfer or demotion into the job classification of Campus Police Officer will serve a trial service period of twelve (12) months following the successful completion of the Washington State Criminal Justice Training Commission's basic law enforcement (or equivalent) academy, or twelve (12) months if academy training is not required.
2. Any employee serving a trial service period will have their trial service period extended, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service.
3. With three (3) working days' written notice by the Employer, an employee who does not successfully complete their trial service period will be offered a funded position that is:
  - a. Vacant and is within the trial service employee's previously held job classification; or
  - b. Vacant at or below the employee's previous salary range.

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

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

4. An employee who has no reversion options or does not revert to the classification the employee held prior to the trial service period may request Human Resource Services to place their name on the layoff list for positions in job classifications where the employee had previously attained permanent status.
5. An employee serving a trial service period may voluntarily revert to the employee's former position within fifteen (15) calendar days after the appointment, provided that the position has not been filled or an offer has not been made to an applicant. The Employer may consider requests after the fifteen (15) day period. After fifteen (15) days, an employee serving a

trial service period may voluntarily revert at any time to a vacant position with the Employer that is:

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

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

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

C. Transition Review Period

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

## **ARTICLE 5 TEMPORARY APPOINTMENTS**

*[Revise consistent with changes made at the classified bargaining table to reflect state law.]*

### **5.1 Temporary Appointments**

The Employer may make temporary appointments to fill vacancies caused by the absence of a regular, cyclic, project, or in-training employee; to address fluctuations in workload; to meet needs in situations where there is insufficient work or resources to support a regular, cyclic, project or in-training position; or for business needs. Individuals in temporary appointments are limited to one thousand fifty (1,050) hours of work in any twelve (12) consecutive month period from the individual's original date of hire.

A. Represented Individuals

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

in Section 5.11, below, no other Articles in this Agreement apply to represented individuals.

- B. If the Employer deducts fees from a temporary employee's paycheck and the employee is later determined to not be a represented individual by a court or an administrative agency of competent jurisdiction, the union will reimburse the employee for the fees deducted. In addition, the union and the employee will indemnify the State of Washington and the Employer for costs associated with grievances, unfair labor practices and/or lawsuits associated with such actions.

- C. Non-Represented Individuals

All other individuals, including students, in temporary appointments who work less than one thousand fifty (1,050) hours during any consecutive twelve (12) month period are not covered by this Agreement.

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

## **5.2 Compensation**

- A. The Employer will continue current practices regarding salary assignments for represented individuals.
- B. All represented individuals earning a salary that is equal to the state minimum wage, will have their salaries adjusted each January, in accordance with the state minimum wage act.

## **5.3 Hours of Work and Overtime**

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

## **5.4 Work on a Holiday**

Represented individuals will be paid for the hours actually worked on a holiday at the overtime rate. The holiday for represented individuals whose shifts begin on one calendar day and end on the next calendar day will start at the beginning of the shift that begins on the holiday.

## **5.5 Paid Sick Leave**

Overtime-eligible, represented individuals will accrue and may use paid sick leave in accordance with the Employer's policy.

Accrued paid sick leave will not exceed eight (8) hours per month.

**5.6 Release Time for Interviews**

Release time will be granted to represented individuals for the purposes of interviewing for positions within the Employer.

**5.8 Remedial Action**

- A. If a represented individual has worked more than one thousand fifty (1,050) hours in the twelve (12) month period from the individual's original date of hire, the represented individual may request remedial action from the State Human Resources Director in accordance with WAC 357-49. Following the Director's review of the remedial action request, an individual may file exceptions to the Director's decision in accordance with WAC 357.
- B. Remedial action is not subject to the provisions of the grievance procedure specified in Section 5.12, below.

**5.9 Privacy and Off-Duty Conduct**

- A. Employees have the right to confidentiality related to personal information and personnel issues to the extent provided/allowed by law. The Employer, the Union and the employees will take appropriate steps to maintain such confidentiality.
- B. An employee will report all arrests and any court-imposed sanctions or conditions that affect the employee's ability to perform assigned duties to Human Resource Services or appointing authority within twenty-four (24) hours or prior to their scheduled work shift, whichever occurs first.

**5.10 Reasonable Accommodation**

Sections 34.1 through 34.4 of Article 34, Reasonable Accommodation and Disability Separation, apply to represented individuals.

**5.11 Other Provisions**

The following Articles in this Agreement apply to represented individuals:

- Article 2 Non-Discrimination
- Article 9.6 New Employee Orientation and Access to New Employees
- Article 20 Safety and Health
- Article 21 Uniforms, Tools and Equipment
- Article 22 Drug and Alcohol Free Workplace
- Article 23 Travel
- Article 24 Commute Trip Reduction and Parking
- Article 25 Licensure and Certification

|            |  |
|------------|--|
| Article 31 | Legal Defense                            |
| Article 32 | Employee Assistance Program              |
| Article 33 | Employee Files                           |
| Article 36 | Management Rights                        |
| Article 37 | Mandatory Subjects                       |
| Article 38 | Union-Management Communication Committee |
| Article 40 | Union Activities                         |
| Article 41 | Union Dues Deduction and Status Reports  |
| Article 46 | Childcare Center                         |
| Article 47 | Employee Lounge Facilities               |
| Article 48 | Strikes                                  |
| Article 51 | Entire Agreement                         |
| Article 52 | Savings Clause                           |
| Article 53 | Distribution of Agreement                |
| Article 54 | Term of Agreement                        |

## 5.12 Grievance

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

The provisions of Article 30, Grievance Procedure, apply to represented individuals as follows:

- 30.1 Applies in its entirety.
- 30.2 A, does not apply.
- 30.2 B-O, apply in their entirety.
- 30.3 A, applies in its entirety.
- 30.3 B, does not apply.
- 30.3 C, Step 1 applies in its entirety.
- 30.3 C, Step 2 applies in its entirety.
- 30.3 C, Step 3 applies in its entirety.
- 30.3 C, Step 4 applies only for the Pre-Arbitration Review Meeting and is the final step in the grievance process.

30.4 Applies in its entirety.

The remainder of Article 30, Grievance Procedure, does not apply.

## **ARTICLE 6**

### **PERFORMANCE EVALUATION**

#### **6.1 Objective**

The performance evaluation process gives a supervisor an opportunity to discuss performance goals with their employee and assess and review the employee's performance with regard to those goals. Supervisors can then provide support to the employee in their professional development, so that skills and abilities can be aligned with the Employer's mission and goals. Performance problems should be brought to the attention of the employee at the time of the occurrence to give the employee an opportunity to address the issue.

#### **6.2 Evaluation Process**

- A. The immediate supervisor will meet with an employee at the start of the employee's probationary, trial services, transition, and annual review period to discuss performance expectations. The employee will receive copies of their performance expectations as well as notification of any modifications made during the review period. Employee work performance will be evaluated during probationary, trial service and transition review periods and at least annually thereafter. Notification will be given to a probationary or trial service employee whose work performance is determined to be unsatisfactory.
- B. The supervisor will discuss the evaluation with the employee. The employee will have the opportunity to provide feedback on the evaluation. The discussion may include such topics as:
  - 1. Reviewing the employee's performance;
  - 2. Identifying ways the employee may improve their performance;
  - 3. Updating the employee's position description, if necessary;
  - 4. Identifying performance goals and expectations for the next appraisal period; and
  - 5. Identifying employee training and development goals and opportunities.
- C. The performance evaluation process will include, but not be limited to, a written performance evaluation on forms used by the Employer, the employee's signature acknowledging receipt of the forms, and any comments by the employee. A copy of the performance evaluation will be provided to the employee at the time of the review. A copy of the final performance evaluation, including any employee or reviewer comments, will be provided to the employee. The original performance

evaluation forms, including the employee's comments, will be maintained in the employee's personnel file.

- D. If an employee disagrees with their performance evaluation, the employee has the right to attach a rebuttal.
- E. The performance evaluation process is subject to the grievance procedure in Article 30, Grievance Procedure. The specific content of a performance evaluation is not subject to the grievance procedure, except as provided in Article 6.2 G.
- F. Performance evaluations will not be used to initiate personnel actions such as transfer, promotion, or discipline.

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

## **ARTICLE 7 HOURS OF WORK**

### **7.1 Definitions**

A. Full-time Employees

Employees who are scheduled to work one hundred sixty (160) hours in a twenty-eight (28) day work period.

B. 7 (k) Law Enforcement Employees

Employees of The Evergreen State College who work in positions that meet the law enforcement criteria of Section 7 (k) of the Fair Labor Standards Act (FLSA).

C. Overtime-Eligible Employees

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

D. Overtime-Exempt Employees

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

E. Part-time Employees

Employees who are scheduled to work less than one hundred sixty (160) hours in a twenty-eight (28) day work period.

F. Work Schedules

Workweeks and work shifts of different numbers of hours established by the Employer in order to meet business and customer service needs, in accordance with federal and state laws.

G. Work Shift

The hours an employee is scheduled to work each workday in a work period.

H. Workday

One (1) of seven (7) consecutive, twenty-four (24) hour periods in a work period.

I. Work Period

A regularly re-occurring period of one hundred and sixty (160) hours consisting of twenty-eight (28) consecutive twenty-four (24) hour periods. Work periods will begin at 12:00 a.m. on the first day of the twenty-eight (28) day work period and end at 12:00 midnight on the last day of the twenty-eight (28) day work period or as otherwise designated by the appointing authority. If there is a change in their workweek, employees will be given written notification by the appointing authority or their designee.

**7.2 Determination**

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

**7.3 Overtime-Eligible Employees**

A. Work Schedules

The regular work schedule for overtime-eligible employees will not be more than one hundred sixty (160) hours in a work period. The Employer may adjust the regular work schedule with prior notice to the employee.

B. Schedule Changes

1. Temporary Schedule Changes

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

2. Permanent Schedule Changes

Employees' workweeks and work schedules may be permanently changed with prior documented written work schedule change notice from the Employer and a copy provided to the employee. Overtime-eligible employees will receive twenty-eight (28) calendar days' written notice of a permanent schedule change. The day notification is given is considered the first day of notice. Notice will normally be given to the affected employees during their scheduled working hours. If an affected employee is on extended leave, notice may be sent to the employee's last known address. Adjustments in the hours of work of daily work shifts during a workweek do not constitute a permanent schedule change.

3. Emergency Schedule Changes

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

4. Employee-Requested Schedule Changes

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

C. Work Interruptions During Off-Duty Hours

Time spent by employees whose off-duty hours are interrupted by work-related calls requiring more than a *de minimis* response will be considered hours worked, with a minimum of one-half (½) hour compensation for each separate situation. Employees are expected to avoid calls to off-duty personnel that are not authorized by a supervisor or required by a time-sensitive work matter.

**7.4 Overtime-Eligible Employees Unpaid Meal Periods**

The Employer and the Union agree to unpaid meal periods that vary from and supersede the unpaid meal period requirements required by WAC 296-126-092. Unpaid meal periods for employees working more than five (5) consecutive hours, if entitled, will be a minimum of thirty (30) minutes and will be scheduled as close to the middle of the work shift as possible, taking into account the Employer's work requirements and the employee's wishes. Employees working three (3) or more hours longer than a normal workday will be allowed an additional thirty (30) minute unpaid meal period. When an employee's unpaid meal period is interrupted by work duties, the employee will be allowed to resume their unpaid meal period following the interruption, if possible, to complete the unpaid meal period. In the event an employee is unable to complete the unpaid meal period due to operational necessity, the employee will be entitled to compensation, which will be computed based on the actual number of minutes worked within the unpaid meal period. A portion of an unpaid meal period may occasionally be used for late arrival or early

departure from work when approved by the supervisor and the remaining portion of the unpaid meal period is a minimum of thirty (30) minutes. Meal and rest periods will not be combined.

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

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

**7.6 Overtime-Eligible Employees Rest Periods**

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

**7.7 Overtime-Eligible Employees - Positive Time Reporting**

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

**7.8 Overtime-Eligible Employees Subpoenaed to Appear in Court**

All law enforcement employees who are subpoenaed to appear in court will be compensated a minimum of three (3) hours of work time, provided the court appearance is not immediately preceding or following the employee's scheduled shift. Court appearances immediately preceding or following a scheduled shift will be compensated as actual time worked. All law enforcement employees will verify with the court the evening prior to their appearance to confirm the subpoena is still active and their appearance is required.

**7.9 Overtime-Exempt Employees**

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

- A. The Employer determines the products, services, and standards which must be met by overtime-exempt employees.
- B. Overtime-exempt employees are expected to work as many hours as necessary to accomplish their assignments or fulfill their responsibilities and must respond to directions from management to complete work assignments by specific deadlines. Full-time overtime-exempt employees are expected to work a minimum of forty (40) hours in a workweek and part-time overtime-exempt employees are expected to work proportionate hours. Overtime-exempt employees may be required to work specific hours to provide services, when deemed necessary by the Employer.
- C. The salary paid to overtime-exempt employees is full compensation for all hours worked.
- D. Overtime-exempt employees are not authorized to receive any form of overtime compensation, formal or informal.
- E. The appointing authority or their designee may approve overtime exempt employee absences with pay for extraordinary or excessive hours worked, without charging leave.
- F. If they give notification and receive the Employer's concurrence, overtime-exempt employees may alter their work hours. Employees are responsible for keeping management apprised of their schedules and their whereabouts.
- G. Prior approval from the Employer for the use of paid or unpaid leave for absences of two (2) or more hours is required, except for unanticipated sick leave.

## **ARTICLE 8 OVERTIME**

### **8.1 Definitions**

A. Overtime

Overtime is defined as time that an overtime-eligible employee works in excess of one hundred sixty (160) hours in a twenty-eight (28) day period and the employee is a 7 (k) law enforcement employee.

B. Overtime Rate

In accordance with the applicable wage and hour laws, the overtime rate will be one and one-half (1-1/2) of an employee's regular rate of pay. The regular rate of pay will not include any allowable exclusions.

C. Work

The definition of work, for overtime purposes only, includes:

1. All time actually spent performing the duties of the assigned represented bargaining unit job;
2. Travel time required by the Employer during normal work hours from one work site to another or travel time prior to normal work hours to a different work location that is greater than the employee's normal home-to-work travel time and all travel in accordance with applicable wage and hour laws;
3. Vacation leave;
4. Sick leave;
5. Compensatory time;
6. Holidays; and
7. Any other paid time not listed below.

D. Work for overtime purposes does not include:

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

**8.2 Overtime Eligibility and Compensation**

Overtime-eligible 7 (k) law enforcement employees who have prior approval and work in excess of one hundred sixty (160) hours in a twenty-eight (28) day period are eligible for overtime and will be compensated at the overtime rate.

**8.3 General Provisions**

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

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

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

- A. Compensatory Time Eligibility

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

- B. Maximum Compensatory Time

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

- C. Compensatory Time Use

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

- D. Compensatory Time Cash Out

1. All compensatory time must be used by June 30th of each year. If compensatory time balances are not scheduled to be used by the employee by April of each year, the supervisor will contact the employee to review the employee's schedule. The employee's compensatory time balance will be cashed out at their regular rate of pay every June 30th or when the employee separates from the Employer. The Employer may continue its current practice with respect to compensatory time cash out when the employee transfers to another position.
2. As an exception to 8.4 D.1 above, an appointing authority or their designee may allow an employee to carry forward up to twenty-four (24) hours of compensatory time past June 30th when the compensatory time was earned during the months of May and June and the employee's workload does not allow them to take time off.

**ARTICLE 9**  
**TRAINING AND EMPLOYEE DEVELOPMENT**

**9.1** The Employer and the Union recognize the value and benefit of education and training designed to enhance an employee's ability to perform their job duties. Training and employee development opportunities will be provided to employees in accordance with Employer policies and available resources.

**9.2** Attendance at employer-required training will be considered time worked. The Employer will make reasonable attempts to schedule employer-required training during an employee's regular work shift. The Employer will pay the registration and associated travel costs in accordance with Article 23, Travel, for employer-required training.

**9.3 Master Agreement Training**

A. The Employer and the Union agree that training for managers, supervisors and union stewards responsible for the day-to-day administration of this Agreement is important.

B. The Union will present the training to current union stewards. Union stewards will be released with pay on one (1) occasion for up to four (4) hours to attend the training. In addition, union stewards will be allowed up to thirty (30) minutes for travel time to and from the training, if needed. The training and travel time will be considered time worked for those union stewards who attend the training during their scheduled work shift. Union stewards who attend the training during their non-work hours will not be compensated for training and/or travel time. The parties will agree on the date, time, number and names of stewards attending the session. Additional release time and/or travel time may be provided in accordance with Article 40.8.

C. The Union will provide training to employees covered under this Agreement. The Union will notify the Employer of the date and time for training related to this Agreement. The Employer will provide an employee paid release time on one (1) occasion for up to two (2) hours to attend the union-offered training. The employee must obtain prior approval from their supervisor before attending the training related to this Agreement by submitting a leave request for union paid release time.

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

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

**9.5 Educational Benefits**

The Employer agrees to provide educational benefits to employees that are in permanent status as of the first day of the quarter they are registering in accordance with the

Employer's space-available tuition waiver policy and employee 50% operating fee tuition waiver policy, to include:

A. Tuition Waivers

1. Space-Available Tuition Waiver

The Employer will permit the waiver of tuition for up to four (4) credit hours per quarter in undergraduate curriculum or graduate-level courses, on a space-available basis, provide that the employee pays a one hundred dollar (\$100.00) fee each quarter the benefit is used.

2. Employee 50% Operating Fee Tuition Waiver

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

B. Release Time

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

**9.6 New Employee Orientation and Access to New Employees**

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

1. Access to new employees will occur within ninety (90) calendar days of the employee's start date in the bargaining unit,
2. During the new employee's regular work hours, and
3. At the employee's regular worksite (i.e., the Olympia Campus or the Tacoma Program).

- B. When the Employer provides a formal or informal new employee orientation program, the Union will be provided access to new employees during the formal or informal new employee orientation in accordance with Article 9.6 A above.
- C. When the Employer provides new employee orientation on-line, the Employer agrees to provide each new employee with an orientation package provided by the Union. In addition, at a time and location mutually agreed to by the Employer and the Union, the Union will be provided access to new employees in accordance with Article 9.6 A above.
- D. No employee will be required to attend the meetings or presentations given by the Union.

## **ARTICLE 10 HOLIDAYS**

### **10.1 Paid Holidays**

- A. The following days are paid holidays for all eligible employees:

|                                   |  |
|-----------------------------------|--|
| New Year's Day                    | January 1  |
| Martin Luther King Jr.'s Birthday | Third Monday in January                                      |
| Presidents' Day                   | Third Monday in February                                     |
| Memorial Day                      | Last Monday in May   |
| Juneteenth                        | June 19  |
| Independence Day                  | July 4   |
| Labor Day                         | First Monday in September                                    |
| Veterans' Day                     | November 11  |
| Thanksgiving Day                  | Fourth Thursday in November                                  |
| Native American Heritage Day      | Friday immediately following the Fourth Thursday in November |
| Christmas Day                     | December 25  |
| Personal Holiday                  |  |

- B. The following days are unpaid holidays for all eligible employees:  
Holidays for a reason of faith or conscience, in accordance with Section 10.5.

### **10.2 Observance of Holidays**

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

### **10.3 Holiday Rules**

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

- A. When a holiday falls on the employee's scheduled workday, that day will be considered the holiday. Employees will be paid based on the number of scheduled hours for the shift on the day of the holiday at a straight-time rate even though they do not work.
- B. In addition to Subsection A above, employees will be paid for the hours actually worked on a holiday at the overtime rate.
- C. Permanent and probationary employees working twelve (12) month schedules or cyclic year employees who work full monthly schedules throughout their work year will receive holiday pay if they were in pay status on the workday preceding the holiday.
- D. Cyclic year employees scheduled to work less than full monthly schedules throughout their work year qualify for holiday compensation if they work or are in pay status during the holiday month and on the workday on their last regularly scheduled working day preceding the holiday. Cyclic year employees will be entitled to the number of paid hours on a holiday in an amount proportionate to the time in pay status during the month to that required for full-time employment.

F. Holidays that Fall on the Employee's Day Off

When a holiday falls on the employee's scheduled day off:

- 1. The employee will provide the employee an alternate day off within the twenty-eight (28) day period; or
- 2. By agreement between the employee and the appointing authority or designee that an alternate holiday cannot be scheduled, the Employer will pay the employee for the number of holiday hours the employee is entitled to under the same proportional basis that their appointment bears to full-time employment. For a full-time employee, this equates to a maximum of eight (8) hours of holiday pay.

G. Holidays that Fall on a Saturday or Sunday

- 1. When a holiday falls on a Saturday, the Friday before will be the holiday.
- 2. When a holiday falls on a Sunday, the following Monday will be the holiday.

H. Holiday that Spans Two (2) Calendar Days

The holiday for employees whose shift begins on one calendar day and ends on the next calendar day will start at the beginning of the shift that begins on the holiday.

#### 10.4 Personal Holidays

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

- A. An employee who is scheduled to work less than six (6) continuous months over a period covering two (2) calendar years will receive only one (1) personal holiday during this period.
- B. The Employer will release the employee from work on the day selected as the personal holiday if:
  - 1. The employee has given at least ten (10) calendar days' written notice to the supervisor. However, the supervisor has the discretion to allow a shorter notice period.
  - 2. The number of employees choosing a specific day off allows an Employer to continue its work efficiently and not incur overtime.
- C. Personal holidays may not be carried over to the next calendar year except when an eligible employee's request to take their personal holiday has been denied or canceled. The employee will attempt to reschedule their personal holiday during the balance of the calendar year. If the employee is unable to reschedule the day, it will be carried over to the next calendar year.
- D. Employers may adopt eligibility policies to determine which requests for particular dates will be granted if all requests cannot be granted.
- E. The pay for an employee's personal holiday is equivalent to the employee's work shift on the day selected for the personal holiday absence.
- F. Part or all of a personal holiday may be donated to another employee for shared leave as provided in RCW 41.04.665. When donating a personal holiday for shared leave, a personal holiday for a full-time employee is eight (8) hours and a personal holiday for a less than full-time employee is pro-rated. Any remaining portions of a personal holiday or any portion returned to the employee must be taken as one (1) absence, not to exceed the work shift on the day of the absence.
- G. Part or all of a personal holiday may be used for:
  - 1. The care of family members as required by the Family Care Act, WAC 296-130;
  - 2. Leave as required by the Military Family Leave Act, RCW 49.77 and in accordance with Article 19.13; or
  - 3. Leave as required by the Domestic Violence Leave Act, RCW 49.76.

Any remaining portions of a personal holiday must be taken as one (1) absence, not to exceed the work shift on the day of the absence.
- H. The Employer may allow an employee who has used all of their sick leave to use all of a personal holiday for sick leave purposes as provided in Article 12.2 A. An

employee who has used all of their sick leave may use all of a personal holiday for sick leave purposes as provided in Article 12.2 B – J.

### **10.5 Unpaid Holidays for a Reason of Faith or Conscience**

Leave without pay will be granted for a reason of faith or conscience for up to two (2) workdays per calendar year as provided below:

- A. Leave without pay will be granted for up to two (2) workdays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization in accordance with RCW 1.16.050.
- B. The employee may select the days on which the employee desires to take the two (2) unpaid holidays after consultation with the Employer. Leave without pay may only be denied if the employee's absence would impose an undue hardship on the Employer as defined by Chapter 82-56 WAC or the employee is necessary to maintain public safety.
- C. The employee's unpaid holiday for a reason of faith or conscience must be used in full workday increments and is equivalent to the employee's work shift on the day selected for the unpaid holiday.
- D. A permanent or probationary employee who is on an unpaid holiday for reasons of faith and conscience on a work shift preceding a paid holiday, as designated in Article 10.1, will receive holiday pay for the designated holiday.
- E. The employee's seniority date, probationary review period, trial service period or transition review period will not be affected by leave without pay taken for a reason of faith or conscience.
- F. The employee will only be required to identify that the request for leave is for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

## **ARTICLE 11 VACATION LEAVE**

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

### **11.2 Vacation Leave Credits**

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

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

**11.3 Vacation Leave Accrual**

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

- A. Employees working less than full-time schedules will accrue vacation leave on the same proportional basis that their appointment bears to a full-time appointment.
- B. Employees hired the 1<sup>st</sup> through the 15<sup>th</sup> of the month will receive the vacation leave accrual credit for that month. Employees hired on the 16<sup>th</sup> through the end of the month will not receive a vacation leave accrual credit for that month.
- C. Employees who separate from employment with the Employer between the 1<sup>st</sup> through the 15<sup>th</sup> of the month will not receive a vacation leave accrual for that month. Employees who separate from employment with the Employer between the 16<sup>th</sup> through the end of the month will receive the vacation leave accrual credit for that month.
- D. Vacation leave will not accrue during leave without pay that exceeds eighty (80) hours in any calendar month, nor will credit be given toward the rate of vacation leave accrual except during military leave without pay. Employees working less than a full-time schedule will not accrue vacation leave during leave without pay that exceeds the amount that is the same proportional basis that their appointment bears to a full-time appointment.
- E. The scheduled period of cyclic year position leave without pay will not be deducted for purposes of computing the rate of vacation leave accrual for cyclic year employees.
- F. Vacation leave accruals for the prior calendar month will be credited and available for employee use the last day of that calendar month.

**11.4 Vacation Leave Accrual Rate Schedule**

| 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)             |

**11.5 Vacation Scheduling**

- A. Vacation requests will be considered on a first come, first served basis. In the event that two (2) or more employees request the same vacation period, the supervisor may limit the number of people who may take vacation leave at one time due to business needs and work requirements.
- B. Vacation leave will be charged in the amount actually used by the employee.
- C. When considering requests for vacation leave the Employer will take into account the desires of the employee but may require that leave be taken at a time appropriate to business and customer service needs.
- D. An employee will not request or be authorized to take scheduled vacation leave if the employee will not have sufficient vacation leave to cover such absence at the time the leave will commence.
- E. Vacation leave will be approved or denied within ten (10) calendar days of the request. If the leave is denied, a reason will be provided in writing.

**11.6 Family Care**

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

**11.7 Military Family Leave**

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

### **11.8 Domestic Violence Leave**

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

### **11.9 Use of Vacation Leave for Sick Leave Purposes**

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

### **11.10 Emergency Childcare**

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

### **11.11 Vacation Cancellation**

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

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

### **11.12 Vacation Leave Maximum**

Employees may accumulate maximum vacation leave balances not to exceed two hundred and forty (240) hours. However, there are two (2) exceptions that allow vacation leave to accumulate above the maximum:

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

### 11.13 Separation

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

- A. Payment of vacation leave credits when they:
  - i. Resign with adequate notice and will have a break in service because they have not accepted employment with another state agency or institution;
  - ii. Retire;
  - iii. Are laid off; or
  - iv. Are terminated by the Employer.
- B. The transfer of any unused vacation leave credits to the new employer when they resign to accept employment with another state agency or institution, without a break in services.
- C. Payment for vacation leave credit to the estate of a deceased employee.

## ARTICLE 12 SICK LEAVE

### 12.1 Sick Leave Accrual

Full-time employees will accrue eight (8) hours of sick leave in a calendar month. Part-time employees will accrue sick leave credit on the same proportional basis that their employment schedule bears to a full-time schedule, up to a maximum of eight (8) hours in a calendar month.

- A. Employees hired the 1st through the 15th of the month will receive the sick leave accrual credit for that month. Employees hired on the 16th through the end of the month will not receive a sick leave accrual credit for that month.
- B. Employees who separate from employment with the Employer between the 1st through the 15th of the month will not receive a sick leave accrual for that month. Employees who separate from employment with the Employer between the 16th through the end of the month will receive the sick leave accrual credit for that month.
- C. Sick leave credit will not accrue for full-time employees during leave without pay which exceeds eighty (80) hours in any calendar month. Employees working less than a full-time schedule will not accrue sick leave during leave without pay that exceeds the amount that is the same proportional basis that their appointment bears to a full-time appointment.

- D. Full-time and part-time employees in overtime-eligible positions who are not eligible to receive a sick leave accrual under the provisions of Sections 12.1 A, 12.1 B, and/or 12.1 C, will accrue sick leave at a ratio of one (1) hour of sick leave for every forty (40) hours worked.
- E. Sick leave accruals for the calendar month will be credited and available for employee use on the last day of that calendar month.

## 12.2 Sick Leave Use

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

- A. A personal illness, injury or medical disability that prevents the employee from performing their job, or personal medical or dental appointments, and for reasons allowed under the Minimum Wage Requirements and Labor Standards, RCW 49.46.210.
- B. Care of family members as allowed under RCW 49.46.210 and as required by the Family Care Act, WAC 296 130. Family members includes biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; sibling, spouse, registered domestic partner as defined by RCW 26.60.020 and RCW 26.60.030, grandparent, grandchild, or child, regardless of age or dependency status, including a biological, adopted or foster child, step child, or a child to who the employee stands in loco parentis, is a legal guardian, or is a de facto parent.
- C. A death of any relative that requires the employee's absence from work. Relatives are defined for this purpose as spouse, significant other, registered domestic partner, son, daughter, grandchild, foster child, son-in-law, daughter-in-law, grandparent, parent, brother, sister, aunt, uncle, niece, nephew, first cousin, brother-in-law, sister-in-law, and corresponding relatives of employee's spouse, significant other or registered domestic partner.
- D. In accordance with RCW 49.46.120, when an employee's place of business has been closed by order of a public health official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason. Health-related reason, as defined in WAC 296-128-600(8), means a serious health concern that could result in bodily injury or exposure to an infectious agent, biological toxin, or hazardous material. Health-related reason does not include closure for inclement weather.
- E. Childcare emergencies after the employee has exhausted all of their accrued compensatory time. Use of sick leave and vacation leave for emergency childcare is limited to a combined maximum of four (4) days per calendar year.

- F. To make arrangements for extended care for a family member under the age of eighteen (18) who has a health condition that requires treatment or supervision.
- G. Preventative health care appointments of family members, significant others, household members, and registered domestic partners when the presence of the employee is required. A household member is defined as persons who reside in the same household who have reciprocal duties to and do 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.
- I. 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 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 the Employer has reason to suspect abuse, the Employer may require a written medical certificate for any sick leave absence, and will provide a written explanation to the employee of why the medical verification is required. An employee returning to work after any sick leave absence may be required to provide written certification from their health care provider that the employee is able to return to work and perform the essential functions of the job with or without reasonable accommodation.

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

#### **12.6 Sick Leave Annual Cash Out**

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

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

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

#### **12.7 Sick Leave Separation Cash Out**

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

#### **12.8 Reemployment**

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

#### **12.9 Carry Forward and Transfer**

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

## 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
  8. 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 appointment or treatment.

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

- B. For purposes of the leave sharing program, the following definitions apply:
1. "Domestic violence" means physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury, or assault, between family or household members as defined in RCW 26.50.010; sexual assault of one family or household member by another family or household member; or stalking as defined in RCW 9A.46.110 of one family or household member by another family or household member.

2. "Employee" means any employee who is entitled to accrue sick leave or vacation leave and for whom accurate leave records are maintained.
3. "Employee's relative" normally will be limited to the employee's spouse, state registered domestic partner as defined by RCW 26.60.020 and 26.60.030, child, stepchild, grandchild, grandparent, or parent.
4. "Household members" 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 will include, but is not limited to, foster children and legal wards. The term does not include persons sharing the same general house when the living style is primarily that of a dormitory or commune.
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 the public health service, the coast guard, and any other category of persons designated by the President of the United States in time of war or national emergency.

13. “Victim” means a person against whom domestic violence, sexual assault, or stalking has been committed as defined in this Article.

### 13.2 Shared Leave Receipt

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

- A. The employee -
  1. suffers from, or has a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature;
  2. has been called to service in the uniformed services;
  3. A state of emergency has been declared anywhere within the United States by the federal or any state government and the employee has the needed skills to assist in responding to an emergency or its aftermath and volunteers their services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the governmental agency or nonprofit organization accepts the employee’s offer of volunteer services;
  4. is a victim of domestic violence, sexual assault, or stalking; or
  5. is taking parental leave and/or pregnancy disability leave.
  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
  - 4. Personal holiday and compensatory time if the employee qualifies under Subsection 13.2 A.5.
  
- E. The employee has abided by the Employer's policy regarding:
  - 1. Sick leave use if the employee qualifies under Subsections 13.2 A.1, 13.2 A.4 and 13.2 A.5; or
  - 2. Military leave if the employee qualifies under Subsection 13.2.A.2.
  
- G. The employee has diligently pursued and been found to be ineligible for benefits under RCW 51.32 if the employee qualifies under Subsection 13.2 A.1.

### 13.3 Shared Leave Use

- A. The Employer will determine the amount of leave, if any, 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.

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.

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

- B. The Employer will require the employee to submit, prior to approval or disapproval:
  - 1. A medical certificate from a licensed physician or health care practitioner verifying the employee's required absence, the description of the medical

- problem, and expected date of return to work status for shared leave under 13.2 A.1;
2. Verification of child birth or placement of adoption or foster care, or a medical certificate from a licensed physician or health care provider verifying the pregnancy disability when the employee is qualified under parental leave and/or pregnancy disability leave in Subsection 13.2 A.5.
  3. A copy of the military orders verifying the employee's required absence for shared leave under 13.2 A.2; or
  4. Proof of acceptance of an employee's offer to volunteer for either a governmental agency or a nonprofit organization during a declared state of emergency for shared leave under 13.2 A.3.
- C. The Employer may require the employee to submit, prior to approval or disapproval, verification of the employee's status as a victim of domestic violence, sexual assault or stalking for shared leave under 13.2 A.4. Such verification will be in accordance with the Domestic Violence Leave Act, RCW 49.76 and may be one or more of the following:
1. An employee's own written statement;
  2. A statement from an attorney or advocate, member of the clergy, or medical or other professional; and/or
  3. A court order or police report documenting the employee is a victim of domestic violence, sexual assault or stalking.
- D. Parental leave
1. Parental leave received under this policy must be used within sixteen (16) weeks immediately after birth or placement. However, if an employee receiving parental leave also receives leave due to pregnancy disability, the parental leave may be taken in the sixteen (16) weeks immediately after the pregnancy disability leave.
- E. The Employer should consider other methods of accommodating the employee's needs, such as modified duty, modified hours, flex-time or special assignments in lieu of shared leave usage.
- F. Donated leave may be transferred from employees within the same employer, or with the approval of the heads or designees of both higher education institutions, state agencies or school districts/educational service districts, to an employee of another higher education institution, state agency or school district/educational service district.

- G. Vacation leave, sick leave, or all or part of a personal holiday transferred from a donating employee will be used solely for the purpose stated in this Article.
- H. The receiving employee will be paid their regular rate of pay; therefore, the value of one (1) hour of shared leave may cover more or less than one (1) hour of the recipient's salary.
- I. Eight (8) hours a month of accrued and/or shared leave may be used to provide for the continuation of benefits as provided for by the Public Employee's Benefit Board.
- J. The Employer will respond in writing to shared leave requests within fourteen (14) calendar days of receipt of a properly completed request.

#### **13.4 Leave Donation**

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

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

### 13.5 Shared Leave Administration

- A. The calculation of the recipient's leave value will be in accordance with applicable Office of Financial Management (OFM) policies, regulations, and procedures. The leave received will be coded as shared leave and be maintained separately from all other leave balances. Employees under the qualifications listed in 13.2 A may retain and reserve up to forty (40) hours each of vacation leave and sick leave.
- B. An employee on leave transferred under these rules will continue to be classified as a state employee and will receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued vacation leave or sick leave.
- C. All salary and wage payments made to employees while on leave transferred under these rules will be made by the agency/institution employing the person receiving the leave.
- D. Where Employers have approved the transfer of leave by an employee of one (1) agency/institution to an employee of another agency/institution, the agencies/institutions involved will arrange for the transfer of funds and credit for the appropriate value of leave in accordance with Office of Financial Management (OFM) policies, regulations, and procedures.
- E. Leave transferred under this Section will not be used in any calculation to determine an agency's/institution's allocation of full-time equivalent staff positions.
- F. Any shared leave no longer needed or will not be needed at a future time in connection with original injury or illness or for any other qualifying condition by the recipient as determined by the Employer, will be returned to the donor(s). Before returning unused leave:
  - 1. The Employer will obtain a statement from the receiving employee's doctor verifying whether the employee's injury or illness is resolved; or
  - 2. The employee must be released to regular employment; has not received additional medical treatment for their current condition or any other qualifying condition for at least six (6) months; and their doctor has declined, in writing, the employee's request for a statement indicating the employee's condition has been resolved.

The remaining shared leave is to be divided on a pro rata basis among the donors and reinstated to the respective donors' appropriate leave balances based upon each employee's current salary rate at the time of the reversion. The shared leave returned will be prorated back based on the donor's original donation.
- G. Unused shared leave may not be cashed out but will be returned to the donors per Subsection 13.5 F, above.

- H. An employee who uses leave that is transferred under this Section will not be required to repay the value of the leave that they used.
- I. If a shared leave account is closed and an employee later has the need to use shared leave due to the same condition listed in the closed account, the Employer must approve a new shared leave request for the employee.

### **13.6 Shared Leave under Governor's Proclamation 20-05**

#### **A. Duration of this Provision**

This section of the policy is in effect until the expiration of the Governor's Proclamation 20-05 or any amendment thereto, whichever is later.

#### **B. Eligibility**

In accordance with RCW 41.04.665(1)(f) (effective March 17, 2020) and Proclamation 20-05, issued by the Governor on February 29, 2020, an employee may be eligible to receive shared leave if the Employer has determined the employee, or employee's relative or household member is isolated or quarantined as recommended, requested, or ordered by a public health official or health care provider as a result of suspected or confirmed infection with or exposure to the 2019 coronavirus (COVID-19).

#### **C. Shared Leave Receipt**

In order for an employee to receive shared leave under this section, the employee will provide the Employer a written medical statement from the public health official or health care provider:

1. Verifying the nature of the condition; and
2. The expected duration of the condition.

The requirement to provide a written medical statement as referenced in this subsection may be waived by the Employer when an employee is unable to obtain such a statement from the public health official or health care provider due to the COVID-19 crisis. If an employee is unable to provide a written medical statement, the maximum allowable amount of shared leave that a full-time employee may receive is eighty (80) hours. For part-time employees, the maximum amount of shared leave will be prorated.

The President has designated the Associate Vice President for Human Resource Services or their designee with the authority to approve shared leave without a written medical statement.

The Employer will permit use of shared leave under Subsection 13.6 without needing to meet the criteria listed in Subsections 13.2 A.1 through 13.2 A.5 above.

**D. Shared Leave Use**

Employees who are granted shared leave may use the leave intermittently or on nonconsecutive days and in accordance with Subsection 13.3 A and 13.3 E through 13.3 I.

**E. Shared Leave Donation**

Subsection 13.4 applies in its entirety.

**F. Shared Leave Administration**

Subsection 13.5 applies in its entirety.

**ARTICLE 14  
SHARED LEAVE POOLS**

**14.1 Foster Parent Shared Leave Pool**

The purpose of the Foster Parent Shared Leave Pool (“FPSLP”) is to allow employees to voluntarily donate their leave to be used as shared leave for any eligible employee who is a licensed foster parent pursuant to RCW 74.15.040 and is caring for a foster child or is preparing to care for a foster child in their home. Employee participation will be voluntary at all times. The FPSLP is administered by the Department of Children, Youth and Families (DCYF) in consultation with the Office of Financial Management (“OFM”).

**14.2 Uniformed Service Shared Leave Pool**

The Uniformed Service Shared Leave Pool (“USSLP”) was created so that state employees who are called to service in the uniformed services will be able to maintain a level of compensation and employee benefits consistent with the amount they would have received had they remained in active state service. The USSLP allows employees to donate leave to be used as shared leave to fellow state employees called to service in the uniformed services and who meets the requirements of RCW 41.04.665. Employee participation will be voluntary at all times. The Military Department, State Human Resources, and Office of Financial Management will administer the pool.

**14.3 Veterans In-State Service Shared Leave Pool**

The purpose of the Veterans In-State Service Shared Leave Pool (“VISSLP”) is to allow employees to voluntarily donate leave to be used as shared leave for a veteran to attend medical appointments or treatments for a service-connected injury or disability; or for an

employee whose spouse is a veteran who requires assistance while attending medical appointments or treatments for a service-connected injury or disability per RCW 41.04. Employee participation will be voluntary at all times. The VISSLP is administered by the Department of Veterans Affairs in consultation with OFM.

**14.4** For more information about each of the pools, refer to Employer policy.

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

## **ARTICLE 15**

### **FAMILY AND MEDICAL LEAVE**

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

5. Military Caregiver Leave will be provided to an eligible employee who is the spouse, child of any age, parent or next of kin of a covered service member. Eligible employees may take up to twenty-six (26) workweeks of leave in a single twelve (12) month period to care for the covered service

member or veteran who is suffering from a serious illness or injury incurred in the line of duty.

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

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

- B. Entitlement to family medical leave for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or the placement of the foster or adopted child.
  - C. The one thousand two hundred fifty (1,250) hour eligibility requirement noted above does not count paid time off such as time used as vacation leave, sick leave, personal holidays, compensatory time off, or shared leave.
- 15.2** The family medical leave entitlement period will be a rolling twelve (12) month period measured forward from the date an employee begins family medical leave. Each time an employee takes family medical leave during the twelve (12) month period, the leave will be subtracted from the twelve (12) workweeks of available leave.
- 15.3** The Employer will continue the employee's existing employer-paid health insurance benefits during the period of leave covered by family medical leave. The employee will be required to pay the employee's share of health care premiums. The Employer may require an employee to exhaust all paid leave prior to using any leave without pay, except that the employee will be allowed to use eight (8) hours a month of accrued leave during each month to provide for the continuation of benefits as provided for by the Public Employees Benefit Board.
- 15.4** The Employer has the authority to designate absences that meet the criteria of family medical leave.
- A. The use of any paid or unpaid leave (excluding leave for compensable work-related illness or injury and compensatory time) for a family medical leave qualifying event will run concurrently with, not in addition to, the use of the family medical leave for that event. An employee, who meets the eligibility requirements listed in Section 15.1, may request family medical leave run concurrently with absences due to work-related illness or injury covered by workers' compensation at any time during the absence. Employees will not be required to exhaust all paid leave prior to using any leave without pay for a compensable work-related injury or illness.
  - B. An employee using paid leave during a family medical leave qualifying event must follow the notice and certification requirements relating to family medical leave usage in addition to any notice requirements relating to the paid leave.

### **15.5 Parental Leave**

- A. Parental leave will be granted to the employee for the purpose of bonding with the employee's natural newborn, adoptive or foster child. Parental leave may extend up to six (6) months, including time covered by family medical leave, during the first year after the child's birth or placement. Leave beyond the period covered by family medical leave and pregnancy disability may only be denied by the Employer due to operational necessity. Such denial may be grieved beginning at the top internal step of the grievance procedure in Article 30, Grievance Procedure.
- B. Parental leave may be a combination of the employee's accrued vacation leave, sick leave for pregnancy disability or other qualifying events, personal holiday, compensatory time, or leave without pay. Parental leave may be taken on an intermittent or reduced schedule basis in accordance with Subsection 15.5 A.

### **15.6 Pregnancy Disability Leave**

- A. Leave for pregnancy or childbirth related disability is in addition to any leave granted under FMLA.
  - B. Pregnancy disability leave will be granted for the period of time an employee is sick or temporarily disabled because of pregnancy and/or childbirth. An employee must submit a written request for disability leave due to pregnancy and/or childbirth in accordance with Employer policy. An employee may be required to submit medical certification or verification for the period of the disability. Such leave due to pregnancy and/or childbirth may be a combination of sick leave, vacation leave, personal holiday, compensatory time, shared leave and leave without pay. The combination and use of paid and unpaid leave will be the choice of the employee.
- 15.7** The Employer may require certification from the employee's, family member's, or covered service member's health care provider for the purpose of qualifying for family medical leave.
- 15.8** Personal medical leave, serious health condition leave, or serious injury or illness leave covered by family medical leave may be taken intermittently or on a reduced schedule basis when certified as medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.
- 15.9** Upon returning to work after the employee's own family medical leave-qualifying illness, the employee may be required to provide a fitness for duty certificate from a health care provider.
- 15.10** The employee will provide the Employer with not less than thirty (30) days' notice before family medical leave is to begin. If the need for the leave is unforeseeable thirty (30) days in advance, then the employee will provide such notice as is reasonable and practicable.
- 15.11** An employee returning from family medical leave will have return rights in accordance with FMLA.

- 15.12** Both parties agree that nothing in this Agreement will prevent an employee from filing a complaint regarding FMLA with the Department of Labor.
- 15.13** Definitions used in this article will be in accordance with the FMLA. The parties recognize that the Department of Labor is working on further defining the amendments to FMLA. The Employer and the employees will comply with any existing and adopted state and federal family medical leave act regulations and/or interpretations in effect during the term of this Agreement.
- 15.14 Washington Family and Medical Leave Program effective January 1, 2020**

The parties recognize that the Washington State Family and Medical Leave program (RCW 50A.04) is in effect beginning January 1, 2020 and eligibility for and approval for leave for purposes as described under that Program shall be in accordance to RCW 50A.04. In the event the legislature amends all or part of the RCW 50A.04, those amendments are considered by the parties to be incorporated herein. In the event the legislature repeals all or part of RCW 50A.04, those provisions repealed are considered by the parties to be expired and no longer in effect upon the effective date of the repeal.

## **ARTICLE 16 WORK-RELATED INJURY OR ILLNESS**

An employee who sustains a work-related illness or injury that is compensable under the state workers' compensation law may select time-loss compensation exclusively or leave payments in addition to time-loss compensation. Employees who take sick leave, vacation leave, or compensatory time during a period in which they receive time-loss compensation will receive full sick leave, vacation leave or compensatory time pay in addition to any time-loss payments. Notwithstanding Section 19.1, of Article 19, Leave Without Pay, the Employer may separate an employee in accordance with Article 34, Reasonable Accommodation and Disability Separation.

## **ARTICLE 17 SUSPENDED OPERATIONS**

- 17.1** Due to the nature of their responsibilities, all employees covered by this Agreement are considered essential personnel. Continuing service during a period of suspended operations or campus closure is a basic requirement of law enforcement personnel, and therefore employees covered by this Agreement are not subject to the Employer's policy regarding suspended operations or campus closure.
- 17.2** During suspended operations when there are unsafe driving conditions or other hazards, the President or designee may allow off duty employees to remain at the college.

## ARTICLE 18 MISCELLANEOUS PAID LEAVES

### 18.1 Bereavement Leave

Up to three (3) days of paid bereavement leave will be granted for the death of any family member or household member that requires the employee's absence from work. Family members are defined for this purpose as mother, father, stepmother, stepfather, sister, brother, mother-in-law, father-in-law, domestic partner's mother, domestic partner's father, spouse, domestic partner, grandparent, grandchild, son, daughter, stepchild, and a child in the custody of and residing in the home of an employee. Sick leave may be used for the death of a family member per Article 12.2 C. In addition, the Employer may approve the employee's request to use compensatory time, vacation leave, personal holiday, personal leave day or leave without pay for the purposes of bereavement and in accordance with this Agreement.

### 18.2 Jury Duty Leave

Leave of absence with pay will be granted to employees for jury duty. An employee will be allowed to retain any compensation paid to 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.

### 18.3 Interviews

#### A. Positions with the Employer

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

#### E. Positions with a Community College District, other State Higher Education Institutions or State Agencies

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

#### 18.4 Life-Giving Procedures

Employees will be granted paid leave, not to exceed two (2) hours per incident, as needed for the purpose of participating in life-giving procedures. A “life-giving procedure” is defined as a medically-supervised procedure involving the testing, sampling, or donation of blood, platelets, organs, fluids, tissues, and other human body components for the purposes of donation, without compensation, to a person or organization for medically necessary treatments. Employees will provide reasonable advance notice before taking such leave and will provide written proof from an accredited medical institution, physician or other medical professional that the employee participated in a life-giving procedure.

#### 18.5 Personal Leave

- A. An employee may choose one (1) workday as a personal leave day each fiscal year if the employee has been continuously employed by the Employer for more than four (4) months.
- B. The Employer will release the employee from work on the day selected for personal leave if:
  - 1. The employee has given at least fourteen (14) calendar days' written notice to the supervisor. However, the supervisor has the discretion to allow a shorter notice period.
  - 2. The number of employees choosing a specific day off allows the Employer to continue its work efficiently and not incur overtime.
  - 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.
- C. Personal leave may not be carried over from one fiscal year to the next.
- D. Personal leave is pro-rated for less than full-time employees.
- E. The pay for a full-time employee's personal leave day is eight (8) hours.
- F. Upon request, an employee will be approved to use part or all of their personal leave day for:
  - 1. The care of family members as required by the Family Care Act, WAC 296-130;
  - 2. Leave as required by the Military Family Leave Act, RCW 49.77 and in accordance with Article 19.13; or
  - 3. Leave as required by the Domestic Violence Leave Act, RCW 49.76.

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.

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

## **ARTICLE 19 LEAVE WITHOUT PAY**

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

- A. Family and Medical Leave (Article 15);
- B. Compensable work-related injury or illness leave (Article 16);
- C. Military leave;
- D. Cyclic employment;
- E. Volunteer firefighting leave;
- F. Military family leave;
- G. Domestic violence leave; or
- H. Leave for holidays for a reason of faith or conscience in accordance with Article 10.5.

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

- A. Educational leave;
- B. Child or elder care emergencies;
- C. Governmental service leave;
- D. Citizen volunteer or community service leave;
- E. Conditions applicable for leave with pay;
- F. Union Activities (Article 40);
- G. Formal collective bargaining leave;
- H. To accept a temporary exempt position appointment with the Employer; or
- I. As otherwise provided for in this Agreement.

### **19.3 Limitations**

Excluding leave authorized under Article 19.2 H, leave without pay will be no more than twelve (12) months in any consecutive five (5) year period, except for:

- A. Compensable work-related injury or illness leave;
- B. Educational leave;
- C. Governmental service leave;
- D. Military leave;
- E. Cyclic employment leave;
- F. Leave for serious health condition taken under the provisions of Article 15, Family and Medical Leave;
- G. Leave taken voluntarily to reduce the effect of a layoff;
- H. Leave authorized in advance by an appointing authority as part of a plan to reasonably accommodate a person of disability;
- I. Leave to participate in union activities;
- J. Volunteer firefighting leave; or
- K. Domestic violence leave.

### **19.4 Returning Employee Rights**

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

The employee and the Employer may enter into a written agreement regarding return rights at the commencement of the leave.

### **19.5 Military Leave**

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

**19.6 Educational Leave**

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

**19.7 Child or Elder Care Emergencies**

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

**19.8 Cyclic Employment Leave**

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

**19.9 Governmental Service Leave**

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

**19.10 Citizen Volunteer or Community Service Leave**

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

**19.11 Formal Collective Bargaining Leave**

Leave without pay may be granted to participate in formal collective bargaining sessions authorized by RCW 41.80.

**19.12 Volunteer Firefighting Leave**

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

**19.13 Military Family Leave**

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

**19.14 Domestic Violence Leave**

In accordance with the Domestic Violence Leave Act, RCW 49.76, leave without pay, including intermittent leave, will be granted to an employee who is a victim of domestic violence, sexual assault or stalking. Family members of a victim of domestic violence, sexual assault or stalking will be granted leave without pay to help the victim obtain

treatment or seek help. Family member for the purpose of domestic violence leave includes child, spouse or state registered domestic partner as defined by RCW 26.60.020 and RCW 26.60.030, parent, parent-in-law, grandparent or a person the employee is dating. The Employer may require verification from the employee requesting leave.

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

## **ARTICLE 20 SAFETY AND HEALTH**

- 20.1** The Employer, employee and Union have a significant responsibility for workplace safety and health.
- A. The Employer will provide a work environment in accordance with safety and health standards established by the Washington Industrial Safety and Health Act (WISHA).
  - B. Employees will comply with all safety and health practices and standards established by the Employer.
  - C. The Union will work cooperatively with the Employer on safety and health related matters and encourage employees to work in a safe manner.
- 20.2** Employees will take an active role in creating a safe and healthy workplace by reporting immediate safety issues to their supervisor(s), following the chain of command, and other safety issues to their safety committee and/or safety officer for review and action, as necessary. Employees may additionally contact a Union steward. The Employer will address reported unsafe working conditions and take appropriate action. All parties will comply with WAC 296-360-150 regarding unsafe work assignments and/or conditions that a reasonable person would conclude could create a real danger of death or serious injury.
- 20.3** The Employer will determine and provide the required safety devices, personal protective equipment and apparel, which employees will wear and/or use. The Employer will repair or replace employer provided safety items if out-of-date, or damaged/worn beyond usefulness in the normal course of business. The Employer will provide employees with orientation and/or training to perform their jobs safely. In addition, if necessary, training will be provided to employees on the safe operation of equipment prior to use.
- 20.4** The Employer will form a joint safety committee, in accordance with WISHA requirements, at each work location where there are eleven (11) or more employees. Meetings will be conducted in accordance with WAC 296-800-13020. The committee will be known as the Safety and Health Committee. The committee will consider workplace safety and health issues affecting employees. Employee participation in joint safety committee meetings held during the employee's work time will be considered time worked. Employees may request work schedule adjustments to participate. No overtime or compensatory time will be paid as a result of participation in joint safety committee

meetings held during the employee's non-work hours. Any employee has the right to bring a workplace health and safety concern to the joint safety committee. Committee recommendations will be forwarded to the appropriate appointing authority for review and action, as necessary.

## **20.5 Wellness**

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

## **20.6 Ergonomic Assessments**

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

## **20.7 Safety Training**

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

## **20.8 Vaccinations**

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

# **ARTICLE 21 UNIFORMS AND EQUIPMENT**

## **21.1 Uniforms**

Employees are required to wear uniforms as prescribed by the Employer's Standard Operating Procedures. The Employer will provide, repair and/or replace uniform elements in accord with its Standard Operating Procedures.

## **21.2 Equipment**

Equipment required and permitted for use by employees, and rules governing the provision and replacement of equipment, are described by the Employer's Standard Operating Procedures.

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

**22.1** The Employer is required to comply with the Drug-Free Schools and Communities Act (DFSCA), the Drug-Free Schools and Campuses Regulations, and the Drug-Free Workplace Act in order to be eligible for federal funding. In addition, the Employer will comply with RCW 49.17, Washington Industrial Safety and Health Act, and WAC 296. Marijuana is a controlled substance under state and federal law. All employees must report to work in a condition fit to perform their assigned duties unimpaired by alcohol or controlled substances.

**22.2 Possession or Use of Alcohol or Controlled Substances**

Employees may not use or possess alcohol while on duty, except when authorized by Employer policy. The possession or use of controlled substances is strictly prohibited unless allowed under Section 22.3.

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

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

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

Employees who perform other safety-sensitive functions are subject to pre-employment, post-accident, post-firearm shooting incidents and reasonable suspicion testing. The testing will be conducted in accordance with Employer policy. For the purposes of this Article, employees who perform other safety-sensitive functions are those positions where an employee is issued a firearm.

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

- A. Reasonable suspicion testing for alcohol or controlled substances may be directed by the Employer for any employee performing safety-sensitive functions when there is reason to suspect that alcohol or controlled substance use may be adversely affecting the employee's job performance or that the employee may present a danger to the physical safety of the employee or another.
- B. Specific objective grounds must be stated in writing that support the reasonable suspicion. Examples of specific objective grounds include but are not limited to:
  - 1. Physical symptoms consistent with alcohol and/or controlled substance use;
  - 2. Evidence or observation of alcohol or controlled substance use, possession, sale, or delivery; or

3. The occurrence of an accident(s) where a trained manager, supervisor or lead worker suspects alcohol or other controlled substance use may have been a factor.

C. Referral

Referral for testing will be made on the basis of specific objective grounds documented by a supervisor or manager who has attended the training on detecting the signs/symptoms of being affected by alcohol or controlled substances, and verified by another trained supervisor or manager.

**22.6 Post-Accident Testing**

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

**22.7 Testing**

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

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

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

**22.8 Training**

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

- A. The elements of the Employer's Drug and Alcohol Free Workplace Program;
- B. The effects of drugs and alcohol in the workplace;

- C. Behavioral symptoms of being affected by controlled substances and/or alcohol; and
  - D. Rehabilitation services available.
- 22.9** An employee who is in a position that is federally funded and they violate the laws underlying this article may be subject to arrest and conviction; and are subject to appropriate disciplinary action.
- A. Employees convicted of a criminal violation occurring in the workplace involving alcohol, marijuana or other controlled substance must notify the Employer, in writing, within five (5) days of the conviction.
  - B. If the employee's position is supported by federal funds, the Employer must notify the appropriate federal agency within ten (10) days of the conviction.
- 22.10** The off-duty use of alcohol, marijuana or other controlled substance may be grounds for disciplinary action in accordance with Article 28, Privacy and Off-Duty Conduct.

### **ARTICLE 23 TRAVEL**

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

### **ARTICLE 24 COMMUTE TRIP REDUCTION AND PARKING**

- 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 telecommuting/telework.
- 24.3** Employees will continue to be eligible to park in designated college parking areas in accordance with Employer policies. The Employer may establish and 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.
- 24.5** The Employer will continue its current practice of offering pre-tax parking, bus passes and other commute trip reduction options via payroll deduction.

**ARTICLE 25**  
**LICENSURE AND CERTIFICATION**

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

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

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

**ARTICLE 27**  
**RESIGNATION AND ABANDONMENT**

**27.1 Voluntary Resignation**

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

**27.2 Unauthorized Absence/Abandonment**

When an employee has been absent without authorized leave and has failed to contact the Employer for a period of three (3) consecutive scheduled work days, the employee is presumed to have resigned from their position. The Employer will make reasonable attempts to contact the employee to determine the cause of the absence. Such reasonable attempts will include calling the employee at their contact phone number and any emergency contacts on file with the Employer.

**27.3 Notice of Separation**

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

**27.4 Petition for Reinstatement**

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

**27.5 Grievability**

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

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

**28.1** Employees have the right to confidentiality related to personal information and personnel issues to the extent provided/allowed by law. The Employer, the Union and the employees will take appropriate steps to maintain such confidentiality.

**28.2** The off-duty activities of an employee may be grounds for disciplinary action if said activities are a conflict of interest as set forth in RCW 42.52, are detrimental to the employee's work performance or the program of the Employer, or otherwise constitutes just cause. An employee will report all arrests and any court-imposed sanctions or conditions that affect their ability to perform assigned duties to Human Resource Services or the appointing authority within twenty-four (24) hours or prior to their scheduled work shift, whichever occurs first.

**ARTICLE 29  
DISCIPLINE**

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

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

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

**29.4** The Employer has the authority to conduct investigations.

**29.5** A. Upon request, an employee has the right to a union representative at an investigatory interview called by the Employer, if the employee reasonably believes discipline could result.

An employee may also have a union representative at a pre-disciplinary meeting. If the requested representative is not reasonably available, the employee will select

another representative who is available. An employee seeking representation is responsible for contacting a union representative.

- B. The role of the union representative in regard to Employer-initiated investigations is to provide assistance and counsel to the employee and not interfere with the Employer's right to conduct the investigation. Every effort will be made to cooperate in the investigation.
- 29.6** An employee placed on an alternate assignment during an investigation will not be prohibited from contacting a union steward unless there is a conflict of interest, in which case the employee may contact another union steward. This does not preclude the Employer from restricting an employee's access to the Employer's premises.
- 29.7** Prior to imposing discipline, except oral or written reprimands, the Employer will inform the employee and the union staff representative in writing of the reasons for the contemplated discipline and an explanation of the evidence, copies of written documents relied upon to take the action and the opportunity to view other evidence, if any. This information will be sent to the union staff representative on the same day it is provided to the employee. The employee will be provided an opportunity to respond either at a meeting scheduled by the Employer, or in writing if the employee prefers. A pre-disciplinary meeting with the Employer will be considered time worked.
- 29.8** The Employer will provide an employee with fifteen (15) calendar days' written notice prior to the effective date of a reduction in pay or demotion.
- 29.9** The Employer will normally provide an employee with seven (7) calendar days' written notice prior to the effective date of a discharge. If the Employer fails to provide seven (7) calendar days' notice, the discharge will stand and the employee will be entitled to payment of salary for time the employee would otherwise have been scheduled to work had seven (7) calendar days' notice been given.
- However, the Employer may discharge an employee immediately without pay in lieu of the seven (7) calendar days' notice period if, in the Employer's determination, the continued employment of the employee during the notice period would jeopardize the good of the Employer. The Employer will provide the reasons immediate action is necessary in the written notice.
- 29.10** The Employer will provide the Union with a copy of any disciplinary letters.
- 29.11** The Employer has the authority to impose discipline, which is then subject to the grievance procedure set forth in Article 30. Oral reprimands, however, may be processed only through the top internal step of the grievance procedure and cannot be arbitrated.

## ARTICLE 30 GRIEVANCE PROCEDURE

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

### **30.2 Terms and Requirements**

A. Grievance Definition

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

B. Filing a Grievance

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

C. Computation of Time

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

D. Failure to Meet Timelines

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

E. Contents

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

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

F. Modifications

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

G. Resolution

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

H. Withdrawal

A grievance may be withdrawn at any time.

I. Resubmission

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

J. Pay

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

K. Group Grievances

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

L. Consolidation

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

M. Bypass

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

N. Discipline

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

O. Grievance Files

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

P. Steward Mentoring

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

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

### 30.3 Filing and Processing

A. Filing

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

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

B. Alternative Resolution Methods

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

C. Processing

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

**Step 1: Director or Designee**

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

**Step 2: President, Vice President or Designee**

If the grievance is not resolved at Step 1, the Union may move it to Step 2 by filing the written grievance, including a copy of all previous responses, with the President, Vice President or designee, with a copy to Human Resource Services, within fourteen (14) days of the Union's receipt of the Step 1 decision. The President, Vice President or designee will meet in person or confer by telephone with a union steward or staff representative and the grievant within fourteen (14) days of receipt of the appeal, and will respond in writing to the Union within fourteen (14) days after the meeting.

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

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

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

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

If the grievance is not resolved at the final internal step, the Union may request a PARM by filing the written grievance including a copy of all previous responses with Human Resource Services within thirty (30) days of receipt of the final internal step decision. Within fifteen (15) days of the receipt of all the required information, the Employer will either:

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

OR

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

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

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

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

#### **Step 4: Arbitration**

If the grievance is not resolved at mediation or a PARM, or the Employer notifies the Union in writing that no PARM will be scheduled, the Union may submit a demand for arbitration within thirty (30) days of the mediation session, PARM or receipt of the notice that no PARM will be scheduled. The demand for arbitration will be submitted to Human Resource Services. Simultaneous with the submission, for disciplinary grievances the Union will notify PERC of the need to appoint an arbitrator in accord with RCW 41.58.070; for non-disciplinary grievances the Union will request from the American Arbitration Association (AAA) a list of seven (7) arbitrators from Washington and/or Oregon.

#### **D. Selecting an Arbitrator**

For disciplinary grievances, the arbitrator shall be assigned by PERC under the arbitrator assignment process for law enforcement personnel disciplinary grievances established by RCW 41.58.070. For non-disciplinary grievances, the parties will select an arbitrator by mutual agreement or by alternately striking names supplied by the AAA, and will follow the Labor Arbitration Rules of the AAA unless they agree otherwise in writing.

#### **E. Authority of the Arbitrator**

1. The arbitrator will:

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

F. Arbitration Costs

1. The expenses and fees of the arbitrator, and the cost (if any) of the hearing room(s), will be shared equally by the parties.
2. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.
3. If either party desires a record of the arbitration, a court reporter may be used. The requesting party will pay the cost of the court reporter. If that party purchases a transcript, a copy will be provided to the arbitrator free of charge. If the other party desires a copy of the transcript, it will pay for half of the costs of the fee for the court reporter, the original transcript and a copy.
4. Each party is responsible for the costs of its attorneys, representatives, witnesses, travel expenses, and any fees. Every effort will be made to avoid the presentation of repetitive witnesses. The Union is responsible for paying any travel or per diem expenses for its witnesses, the grievant and the union steward.

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

### **ARTICLE 31 LEGAL DEFENSE**

If a bargaining unit employee becomes a defendant in a civil liability suit arising out of actions taken or not taken in the course of the employee's employment for the State, the employee has the right to request representation and indemnification through the Employer according to RCW 4.92.

### **ARTICLE 32 EMPLOYEE ASSISTANCE PROGRAM**

- 32.1 The Employer agrees to provide all bargaining unit employees and family members access to a confidential employee assistance program selected and paid for by the Employer.
- 32.2 Employees can request a work schedule adjustment to allow access to the services of the employee assistance program.

### **ARTICLE EMPLOYEE FILES**

**33**

- 33.1 The Employer will maintain one (1) official personnel file for each employee. Human Resource Services will maintain the personnel file. This will not preclude the maintenance of all lawful files and records as needed by the Employer. Additional employee files may include supervisory files, attendance files, payroll files, and medical files. All references to "supervisory file" in this Agreement refer to a file kept by the employee's first-line supervisor.
- 33.2 Each employee has the right to review their personnel file, supervisory file, attendance file, payroll file and medical file. The Employer will determine the location of all employee files. An employee may arrange to examine their employee files. Written authorization from the employee is required before any representative of the employee will be granted access to employee files. Review of employee files will be in the presence of an Employer representative during business hours. The employee and/or representative may not remove any contents. The Employer may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or their representative.

- 33.3 An employee may insert a reasonable amount of job-related material in their personnel file that reflects favorably on their job performance. An employee may provide a written rebuttal to any information in the files that the employee considers objectionable.
- 33.4 When documents in an employee file are the subject of a public disclosure request under RCW 42.56, the Employer will provide the employee with a copy of the request at least seven (7) calendar days in advance of the intended release date.
- 33.5 Employees will be provided a copy of all adverse material at the time the materials are included in the personnel file.
- 33.6 Anonymous material, not otherwise substantiated, will not be placed in an employee file.
- 33.7 The Employer will ensure the security and confidentiality of employee files.
- 33.8 Medical files will be kept separate and confidential in accordance with state and federal law.

**33.9 Relevance of Documents**

- A. Written reprimands will be deemed irrelevant in progressive discipline decisions after three (3) years if:
  - 1. Circumstances do not warrant a longer period of relevance; and
  - 2. There has been no subsequent discipline.
- B. Records of disciplinary actions involving reductions in pay, suspensions or demotions, and written reprimands not deemed irrelevant after three (3) years will be deemed irrelevant after six (6) years if:
  - 1. Circumstances do not warrant a longer period of relevance; and
  - 2. There has been no subsequent discipline.
- C. Nothing in this Section will prevent the Employer from complying with RCW 43.101.135.

**ARTICLE 34  
REASONABLE ACCOMMODATION AND  
DISABILITY SEPARATION**

- 34.1 The Employer and the Union will comply with all relevant federal and state laws, and regulations providing reasonable accommodations to qualified individuals with disabilities. The Employer will maintain written procedures for reasonable accommodation for qualified individuals with disabilities. Upon request, Human Resource Services will make the reasonable accommodation written procedures available to an employee.

- 34.2** An employee who believes that they suffer a disability and requires a reasonable accommodation to perform the essential functions of their position may request such an accommodation by submitting a request to the Employer.
- 34.3** Employees requesting accommodation must cooperate with the Employer in discussing the need for and possible form of any accommodation. The Employer may require supporting medical documentation and may require the employee to obtain a second medical opinion at Employer expense. Medical information disclosed to the Employer will be kept confidential.
- 34.4** The Employer will determine whether an employee is eligible for a reasonable accommodation and the accommodation to be provided.
- 34.5** An employee with permanent status may be separated from service when the Employer determines that the employee is unable to perform the essential functions of the employee's position due to a mental, sensory, or physical disability, which cannot be reasonably accommodated. Determinations of disability may be made by the Employer based on an employee's written request for disability separation or after obtaining a written statement from a licensed physician or licensed mental health professional. The Employer can require an employee to obtain a medical examination, at Employer expense, from a licensed physician or licensed mental health professional of the Employer's choice. Evidence may be requested from the licensed physician or licensed mental health professional regarding the employee's limitations.
- 34.6** When the Employer has medical documentation of the employee's disability and has determined that the employee cannot be reasonably accommodated in any available position for which they qualify, or the employee requests separation due to disability, the Employer may immediately separate the employee.
- 34.7** The Employer will inform the employee in writing of the option to apply to return to employment prior to the employee's separation due to disability. The Employer will provide assistance to individuals seeking reemployment under this Article for two (2) years. If reemployed, upon successful completion of the employee's probationary period, the time between separation and reemployment will be treated as leave without pay and will not be considered a break in service.
- 34.8** A disability separation is not a disciplinary action. Disability separation at the employee's request is not subject to the grievance procedure in Article 30.

## **ARTICLE 35**

### **LAYOFF AND RECALL**

- 35.1** The Employer will determine the basis for, extent, effective date and the length of layoffs in accordance with the provisions of this Article. A layoff is an employer initiated action that results in separation from service, employment in a class with a lower salary range maximum, reduction in the work year, or reduction or increase in the number of work hours.

When it is determined that layoffs, other than a temporary layoff, will occur within a layoff unit, the Employer will provide the Union with:

- A. As much advance notice as possible, but not less than thirty (30) calendar days' notice;
- B. Opportunity to meet with affected employees prior to the implementation of the layoff; and
- C. An invitation to meet under the provisions of Article 38, Union-Management Communication Committee.

The Employer will explore options including reduction of hourly employees.

### **35.2 Basis for Layoff**

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

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

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

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

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

### **35.5 Probationary Employees**

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

### **35.6 Temporary Layoff – Employer Option**

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

- A. The Employer may temporarily layoff an employee for up to ninety (90) calendar days due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Employees will normally receive seven (7) calendar days' notice of a temporary layoff. The notification will specify the nature and duration of the temporary layoff.
- B. An employee who is temporarily laid off will not be entitled to:
  - 1. Be paid any leave balance; except, if the layoff is not due to loss of funding or revenue shortfall, upon request, an employee will be paid for accrued vacation leave up to the equivalent of the employee's regular work schedule for the duration of the layoff;
  - 2. Bump to any other position; or
  - 3. Be placed on a layoff register.
- C. A temporary reduction of work hours or a temporary layoff will not affect an employee's periodic increment date or seniority date and the employee will accrue vacation and sick leave credit at their normal rate.

### **35.7 Layoff Units**

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

- B. The layoff unit(s) for The Evergreen State College are:
  - 1. Project employment uniformed personnel
  - 2. All other WFSE uniformed personnel.
- C. Positions with multiple funding sources will be placed in the appropriate “all other” layoff unit.

### **35.8 Skills and Abilities**

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

### **35.9 Options within the Layoff Unit**

- A. Employees will be laid off in accordance with seniority, as defined in Article 39, Seniority. The Employer will determine if the employee possesses the required skills and abilities for the position and the comparability of the position. The Employer may require updated information from the employee regarding the employee’s current skills and abilities. Employees being laid off will be provided one (1) option within the layoff unit in descending order of salary range and one (1) progressively lower level at a time:
  - 1. A funded vacant position for which the employee has the skills and abilities, within the employee’s current job classification.
  - 2. A funded filled position held by the least senior employee for which the employee has the skills and abilities, within the employee’s current job classification.
  - 3. A funded vacant or filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as the employee’s current permanent position, within a job classification in which the employee has held permanent status or, at the employee’s written request, to a lower classification within the employee’s current job classification series even if the employee has not held permanent status in the lower job classification.
- B. “Pool” options will be used when more than one employee in the same classification, with the same skills and abilities, within the same layoff unit are laid off at the same time, and there are at least the same number of options available as the number of employees comprising the “pool.” All employees in the “pool” are offered the same options and asked to make their selections in order of preference. The option will be awarded based on seniority.

- C. If a job classification in which an employee has previously held status has been abolished or revised, the Employer, when necessary, will confer with State Human Resources Director to determine the job classification history. The Employer will use the job classification history to identify the layoff option.

### **35.10 Institution-wide Options**

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

### **35.11 Notification to Permanent Employees**

- A. Except for temporary reduction in work hours and temporary layoffs as provided in Section 35.6, permanent employees will receive written notice at least twenty (20) calendar days before the effective layoff date. The notice will include:
  - 1. The basis for the layoff;
  - 2. The employee's layoff option(s) including any requirement for the employee to serve a transition review period;
  - 3. The specific layoff lists for which the employee is entitled to placement; and
  - 4. The date by when an employee must select a layoff option and the employee's right to grieve the layoff.

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

- B. Except for temporary reduction in work hours and temporary layoffs as provided in Section 35.6, if the Employer chooses to implement a layoff action without providing twenty (20) calendar days' notice, the employee will be paid their salary for the days that the employee would have worked had full notice been given.
- C. Employees will be provided up to seven (7) calendar days to accept or decline, in writing, any option provided to them. This time period will run concurrent with the twenty (20) calendar days' notice provided by the Employer to the employee.

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

### **35.12 Salary**

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

- A. Current Salary Level

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

- B. Lower Salary Level

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

- C. Appointment from a Layoff List

1. Employees who are appointed from a layoff list to a position with the same salary range from which they were laid off will be paid the amount for which they were compensated when laid off plus any across the board adjustments, including salary survey adjustments, which occurred during the time they were laid off.
2. Employees who are appointed from a layoff list to a position with a lower salary range than the position from which they were laid off will be paid an amount equal to the salary they were receiving at the time they were laid off, provided it is within the salary range of the new position. In those cases where the employee's prior salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the maximum salary of the new salary range.

### **35.13 Transition Review Period**

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

- B. The Employer will have the authority to shorten an employee's transition review period. Employees will receive a permanent appointment to the position upon successful completion of the transition review period.
- C. The Employer may separate an employee or an employee may voluntarily separate during the transition review period. Upon separation, and at the employee's request, the employee's name will be placed on or returned to the appropriate layoff list. The employee will remain on the layoff list until such time as the employee's eligibility expires; or the employee has been rehired in a different position or the employee has otherwise separated employment with the Employer. Separation during the transition review period will be subject to the grievance procedure in Article 30, up to the top internal step.

### **35.14 Recall**

- A. The Employer will maintain a layoff list for each job classification.
  - 1. Permanent employees who are laid off may have their names placed on the layoff list for the job classification from which they were laid off or bumped.
  - 2. Additionally, employees may request to have their names placed on the appropriate layoff list for other job classifications in which they have held permanent status with the Employer for the most recent period of continuous employment, provided they were not demoted for cause from the classification in the last six (6) years.
  - 3. Employees may also request to have their names placed on the appropriate layoff list for a lower classification within the job classification series from which they were laid off even if the employee has not held permanent status in the lower job classification.
  - 4. An employee's name will remain on the layoff list for two (2) years from the effective date of the employee's layoff, or until they resign or retire from employment with the Employer.
- B. When a vacancy occurs and where there are names on a layoff list, the Employer will consider all of the laid-off employees in accordance with Article 4, Hiring and Appointments, who have the skills and abilities to perform the duties of the position to be filled. An employee who is offered a position and refuses the offer will have their name removed from the layoff list after three (3) refusals.

### **35.15 Project Employment**

- A. Permanent project employees have layoff rights. Options will be determined using the procedure outlined in Sections 35.9 and 35.10, above.
- B. Permanent status employees who left regular classified positions to accept project employment without a break in service have layoff rights within the Employer in

which they held permanent status to the job classification they held immediately prior to accepting project employment.

## **ARTICLE 36 MANAGEMENT RIGHTS**

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

- P. Suspend, demote, reduce pay, discharge and/or take other disciplinary actions.
- 36.2** The Employer has the right to exercise all of the above rights and the lawful rights, prerogatives and functions of management. The Employer's non-exercise of any right, prerogative or function will not be deemed a waiver of such right or establishment of a practice.

## **ARTICLE 37**

### **MANDATORY SUBJECTS**

- 37.1** The Employer will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The Employer will notify the Executive Director of the Union, with a copy to the Chief Union Steward, of these changes and the Union may request discussions about and/or negotiations on the impact of these changes on employee's working conditions. The Union will notify Human Resource Services of any demands to bargain. The Union's request for bargaining should identify any known impacts to bargain. In the event the Union does not request discussions and/or negotiations within twenty-one (21) calendar days, the Employer may implement the changes without further discussions and/or negotiations. The timeframe for filing a demand to bargain will begin on the date the Employer has provided written notice to the Union. There may be emergency or mandated conditions that are outside of the Employer's control requiring immediate implementation, in which case the Employer will notify the Union as soon as possible.
- 37.2** The parties will agree to the location and time for the discussions and/or negotiations. Each party is responsible for choosing its own representatives for these activities. The Union will provide the Employer with the names of its employee representatives at least fourteen (14) calendar days in advance of the meeting date unless the meeting is scheduled sooner, in which case the Union will notify the Employer as soon as possible. Employee representatives will submit a union paid release leave request to record the time and will have no loss in pay.
- 37.3 Release Time**
- A. The Employer will approve paid release time for up to three (3) employee representatives who are scheduled to work during the time negotiations are being conducted, provided the absence of the employee will not interfere with the operating needs of the Employer. The Employer will approve compensatory time, vacation leave or leave without pay for additional employee representatives provided the absence of the employee will not interfere with the operating needs of the Employer.
  - B. No overtime or compensatory time will be incurred as a result of negotiations and/or preparation for negotiations.
  - C. The Union is responsible for paying any travel or per diem of employee representatives. Employee representatives may not use a state vehicle to travel to

and from a bargaining session, unless authorized by the Employer for business purposes.

## **ARTICLE 38**

### **UNION-MANAGEMENT COMMUNICATION COMMITTEE**

#### **38.1 Purpose**

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

#### **38.2 Committees**

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

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

##### **A. Composition**

The Employer and Union will be responsible for the selection of their own representatives. The committee(s) will consist of up to two (2) employer representatives and up to two (2) employee representatives. If agreed to by both parties, additional representatives may be added.

##### **B. Participation**

1. The Union will provide the Employer with the names of their committee members at least ten (10) calendar days in advance of the date of the meeting in order to facilitate the release of employees. The Employer will release employee representatives to attend committee meetings if their absences do not cause a disruption of work.
2. Pre-meetings will typically be for thirty (30) minutes; however, the parties may agree to longer pre-meeting times, not to exceed sixty (60) minutes. Employees attending pre-meetings during their work time will have no loss in pay. Attendance at pre-meetings during the employee's non-work time will not be compensated for nor be considered as time worked.
3. Employees attending pre-meetings and/or committee meetings during their work time and the employee has submitted a union paid release leave

request to record the time will have no loss in pay. The Union is expected to notify committee members of this obligation. Attendance at meetings during employees' non-work time will not be compensated for nor be considered as time worked.

4. The Union is responsible for paying any travel or per diem expenses of employee representatives.

C. Meetings

All committee meetings will be regularly scheduled on mutually acceptable dates and times. A written list and description of agenda items will be exchanged by the parties seven (7) calendar days prior to the meeting date unless mutually agreed to otherwise. 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.

## **ARTICLE 39 SENIORITY**

### **39.1 Definition**

- A. Seniority for classified employees will be defined as the employee's length of unbroken classified service.

B. Adjustments

All time spent in leave without pay status will be deducted from the calculation of seniority based on the same proportional basis that their appointment bears to full-time appointment, except when the leave without pay is taken for:

1. Military leave;
2. Compensable work-related injury or illness leave;
3. Governmental service leave;
4. Reducing the effects of layoff;

5. Cyclic employment leave;
  6. Union activities in accordance with Article 40.8;
  7. A temporary exempt appointment with the Employer in accordance with Article 19.2. H;
  8. Temporary employment with the Union in accordance with Article 40.9 and 40.11;
  9. Formal contract negotiations in accordance with RCW 41.80; and/or
  10. Unpaid holidays for a reason of faith or conscience in accordance with Article 10.5.
- C. Time spent on a temporary layoff or when an employee's work hours are reduced in accordance with Section 35.6 of Article 35, Layoff and Recall, will not be deducted from the calculation of seniority.
- D. Employees who are separated from state service due to layoff and are reemployed from a layoff list will not be considered to have a break in service and the time the employee is on the layoff list will be treated as leave without pay.
- E. For the purposes of layoffs, a maximum of five (5) years' credit will be added to the seniority of permanent employees who are veterans or to their unmarried widows or widowers, as provided for in RCW 41.06.133.
- F. For employees who are separated due to disability and are reemployed within two (2) years, in accordance with Article 34, Reasonable Accommodation and Disability Separation, the time between separation and reemployment will be treated as leave without pay and will not be considered a break in service.

### **39.2 Ties**

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

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

### **39.3 Seniority List**

The Employer will prepare and post a seniority list. The list will be updated annually and will contain each employee's name, job classification and seniority date. Employees will have fourteen (14) calendar days in which to appeal their seniority date to Human Resource

Services, after which time the date will be presumed correct. A copy of the seniority list will be provided to the Union at the time of posting.

#### **39.4 Application**

This Article will apply prospectively.

### **ARTICLE 40 UNION ACTIVITIES**

#### **40.1 Representation**

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

#### **40.2 Staff Representatives**

- A. The Union will provide the Employer with a written list of staff representatives and the bargaining unit for which they are responsible. The Union will provide written notice to the Employer of any changes within thirty (30) calendar days of the changes.
- B. Staff representatives may have access to the Employer's offices or facilities to carry out representational activities. The representatives will notify the Employer prior to their arrival and will not interrupt the normal operations of the Employer. The staff representative may meet with bargaining unit employees in non-work areas during the employee's meal periods, rest periods, and before and after the employee's shift.
- C. The Employer's written Board of Trustee or administrative policies pertaining to employees represented by the Union will be made available to staff representatives.

#### **40.3 Union Stewards**

##### **A. Steward List**

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

##### **B. Paid Release Time**

Union stewards will be granted a reasonable amount of time, as determined by the Employer, during their normal working hours to investigate and process grievances

through Step 3 of the grievance process in accordance with Article 30, Grievance Procedure. In addition, union stewards will be released during their normal working hours to prepare for and attend meetings within the steward's bargaining unit and employer for the following representational activities:

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

C. Notification and Reporting of Release Time

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

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

**40.4 Employees**

A. Paid Release Time

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

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

- a. Subpoenaed Witnesses in an Arbitration

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

2. Management scheduled investigatory interviews and/or pre-disciplinary meetings, in accordance with Article 29, Discipline, and;
  3. Negotiations in accordance with Article 37, Mandatory Subjects.

- B. Notification and Report of Release Time

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

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

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

- A. Meeting Space and Facilities

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

- B. Supplies and Equipment

The Union and employees will not use state-purchased supplies or equipment to conduct union business or representational activities. This does not preclude the

use of the telephone for representational activities if there is no cost to the Employer, the call is brief in duration and it does not disrupt or distract from the Employer's business.

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

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

1. Result in little or no cost to the Employer;
2. Be brief in duration and frequency;
3. Not interfere with the performance of their official duties;
4. Not distract from the conduct of state business;
5. Not disrupt other state employees and not obligate other employees to make a personal use of state resources;
6. Not compromise the security or integrity of state information or software; and
7. Not include general communication and/or solicitation with employees.

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

**40.6 Bulletin Boards and Newsstands**

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

any other location on the campus, except as provided in the Employer policy and in Section 40.7 below.

#### **40.7 Distribution of Material**

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

- A. The employee is on break time or off duty;
- B. The distribution does not disrupt the Employer's operation;
- C. The distribution will normally occur via desk drops or mailboxes as determined by the Associate Vice President for Human Resource Services or designee. In those cases where circumstances do not permit distribution by those methods, an alternative method will be mutually agreed upon; and
- D. The employee notifies Human Resource Services in advance of their intent to distribute information.

#### **40.8 Time Off for Union Activities**

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

#### **40.9 Temporary Employment With the Union**

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

#### **40.10 Employer Committee Meetings**

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

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

##### **A. Leave of Absence**

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

##### **B. Leave Balances**

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

##### **C. Indemnification**

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

##### **D. Return Rights**

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

## 40.12 Master Agreement Negotiations

### A. Release Time

1. The Employer will approve paid release time for up to ten (10) days of formal negotiations for up to two (2) Union team members, no more than one (1) of whom is a sergeant, who are scheduled to work on the day formal negotiations are being conducted. The Union will give the Employer a written list of the names of the employees in accordance with Article 40.8. The union team member will obtain prior approval from their supervisor before attending formal negotiations and must submit master agreement negotiations leave to record the time. After ten (10) days of formal negotiations, the Union may request the parties meet and discuss additional paid release time for Union team members. If no agreement is reached for additional paid release time, for all remaining negotiation sessions, the Employer will approve compensatory time, vacation leave, personal holiday, personal leave or leave without pay, or at the discretion of the supervisor, an employee may be allowed to adjust their work hours. However, employees must use compensatory time prior to their use of vacation leave, unless the use would result in the loss of their vacation leave. No overtime or compensatory time will be incurred as a result of negotiations.
2. For preparatory meetings occurring on days when formal negotiations are not scheduled, the Employer will approve Union team members' use of compensatory time, vacation leave, personal holiday, personal leave day, or leave without pay, or at the discretion of the supervisor an employee may adjust their work hours for negotiation preparation meetings.
3. The Union will provide the Employer with names of the Union team members at least fourteen (14) calendar days in advance of formal negotiations and/or preparatory meetings unless the meeting is scheduled sooner, in which case the Union will notify the Employer as soon as possible.
4. If the release from shift or adjustment to work hours for an employee creates unusual or significant coverage issues, the Employer will notify the Union's Chief Negotiator to discuss alternatives.
5. Per diem and travel expenses will be paid by the WFSE for Union team members.

### B. Subject Matter Experts

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

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

C. Confidentiality/Media Communication

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

## ARTICLE 41

### UNION DUES DEDUCTION AND STATUS REPORTS

#### 41.1 Union Dues/Fees

- A. Upon receipt of the employee's written authorization, the Employer will deduct from the employee's salary, an amount equal to the dues required to be a member of the Union. The Employer will provide payments for the deductions to the Union at the Union's official headquarters each pay period.
- B. Forty-five (45) calendar days prior to any change in dues, the Union will provide notice to the Employer of the percentage and maximum dues to be deducted from the employee's salary.

#### 41.2 Notification to Employees

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

#### 41.3 Deduction Authorization

The Employer agrees to deduct an amount equal to the membership dues from the salary of employees who request such deduction in writing within thirty (30) days of the receipt

of a properly completed request submitted to the appropriate payroll office. Such request will be made on a Union payroll deduction authorization card. The Employer will honor the terms and conditions of each employee's signed membership card.

#### **41.4 Revocation**

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

#### **41.5 Voluntary Deduction**

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

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

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

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

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

The Employer agrees to deduct from the wages of any employee who is a member of the Union a deduction for the Trustmark Universal Life Insurance with Long Term Care as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made to Trustmark to the Union no later than the 12<sup>th</sup> of the month following the payroll period from which it was deducted together with a report showing:

1. Employee name;
2. Unique employee system identification number;

3. Amount deducted; and
4. Deduction code.

#### **41.6 Employee Status Reports**

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

- A. The Employer will report:
  1. Employee name;
  2. Permanent address;
  3. Work telephone number, if available;
  4. Job classification code and job title;
  5. Unique employee system identification number;
  6. Position number, if available;
  7. Employer code;
  8. Home department name, if available;
  9. Employee type;
  10. Seniority date;
  11. Employment date;
  12. Job percent of full;
  13. Total salary from which union dues/fees are calculated;
  14. Salary range and step;
  15. Union deduction code(s), if available, and amount(s);
  16. Work county code and name, if available;
  17. Bargaining unit code; and
  18. Whether an employee has been appointed to, separated from, or moved out of the bargaining units, and the effective date of such action.
  19. Overtime-exempt or overtime-eligible status.

- B. The Union will maintain the confidentiality of all employees' permanent, home and/or mailing addresses.

#### **41.7 Indemnification**

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

### **ARTICLE 42 CLASSIFICATION**

#### **42.1 Classification Plan Revisions**

- A. The Employer will provide to the Union, in writing, any proposed changes to the classification plan including descriptions for newly created classifications. Upon request of the Union, the Employer will bargain, in accordance with Article 37, Mandatory Subjects, the effect(s) of a change to an existing class or newly proposed classification.
- B. The Employer will allocate or reallocate bargaining unit positions, including newly created positions, to the appropriate classification within the classification plan. The Employer will notify the union staff representative when a position is being reallocated to a job classification that is excluded from a bargaining unit covered by this Agreement.
- C. The Employer will maintain a position description for each position. As determined by the Employer, the position description will list the primary duties and responsibilities assigned to the position, skills and abilities, essential functions, and other job-related information. Upon request, the position description will be made available to the employee or to the Union.

#### **42.2 Position Review**

- A. Employee-Initiated Review

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

1. The employee and/or the employee's immediate supervisor will complete and sign the appropriate form.
2. The employee or the supervisor will then send the completed form to Human Resource Services. Within five (5) days of receipt, Human

Resource Services will notify the employee of the date the completed position review request form was received in their office. Human Resource Services will review the completed form and notify the employee of the decision regarding the appropriate classification within sixty (60) calendar days of the date the position review request was received in Human Resource Services.

3. In the event the employee disagrees with the reallocation decision of the Employer, the employee may appeal the Employer's decision to the State Human Resources Director, in writing and with a copy to Human Resource Services, within thirty (30) calendar days of being provided the results of a position review or the notice of reallocation. The Director will then make a written determination, which will be provided to the employee.
4. In accordance with the provisions of WAC 357-52, the employee or the Employer may appeal the determination of the Director to the Washington Personnel Resources Board, within thirty (30) calendar days of being provided the written decision of the Director. The board will render a decision which will be final and binding.
5. The effective date of a reallocation resulting from an employee request for a position review is the date the request was filed with Human Resource Services.
6. Decisions regarding appropriate classification will be reviewed in accordance with this Section and will not be subject to the grievance procedure specified in Article 30, Grievance Procedure.
7. Positions will not be reallocated during the incumbent's probationary period.
8. Temporary duty assignments in accordance with Article 43.2, Compensation, are excluded from this process.

### **42.3 Effect of Reallocation**

#### **A. Reallocation to a Class With a Higher Salary Range Maximum**

1. If the employee has performed the higher-level duties for at least six (6) months and meets the skills and abilities required of the position, the employee will remain in the position and retain existing appointment status.
2. If the reallocation is the result of a change in the duties of the position and the employee has not performed the higher-level duties for at least six (6) months, the Employer must give the employee the opportunity to compete for the position if the employee possesses the required skills and abilities. If the employee is not selected for the position, or does not have the required skills and abilities, the layoff procedure specified in Article 35, Layoff and

Recall, applies. If the employee is appointed, they must serve a trial service period.

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

1. If the employee meets the skills and abilities requirements of the position, the employee remains in the position and retains existing appointment status.
2. If the employee does not meet the skills and abilities requirements of the position, the layoff procedure specified in Article 35, Layoff and Recall, applies.

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

1. If the employee meets the skills and abilities requirements of the position and chooses to remain in the reallocated position, the employee retains existing appointment status and has the right to be placed on the Employer's internal layoff list for the classification occupied prior to the reallocation.
2. If the employee does not meet the skills and abilities requirements of the position, the layoff procedure specified in Article 35, Layoff and Recall, applies.

#### 42.4 Salary Impact of Reallocation

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

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

1. Upon appointment to the higher class, if the salary range for the higher class is less than six (6) ranges higher than the former class, the employee's base salary will be increased to a step of the range for the new class that is nearest to five percent (5.0%) higher than the amount of the pre-promotional step, or to the entry step of the new range, whichever is higher.
2. If the salary range for the higher class is six (6) or more ranges higher than the former class, the employee's base salary will be increased to a step of the range for the new class nearest to ten percent (10.0%) higher than the amount of the pre-promotional step, or the entry step of the new range, whichever is higher.

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

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

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

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

**ARTICLE 43**  
**COMPENSATION**

**43.1 Salary Adjustments**

A. Effective July 1, 2023, each classification represented by the Union will receive a four and one-half percent (4.5%) base wage increase. The salary schedule effective July 1, 2023, is included in Appendix A.

B. Effective July 1, 2024, each classification represented by the Union will receive a four and one-half percent (4.5%) base wage increase. The salary schedule effective July 1, 2024, is included in Appendix B.

C. Employees who are paid above the maximum step for their assigned range will not receive the specified increases to their current pay unless the new salary range encompasses their current rate of pay.

D. All employees earning a salary that is less than or equal to the state minimum wage will have their salaries adjusted each January in accordance with the state minimum wage act.

E. Compensation increases described in Subsections A and B 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 Subsections A and B 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.

**43.2 Pay for Performing the Duties of a Higher Classification**

Employees who are temporarily assigned the full scope of duties and responsibilities for more than fifteen (15) calendar days of a higher-level classification will be notified in writing and will be advanced to a step of the range for the new class that is nearest to five percent (5.0%) higher than the amount of the pre-promotional step. The Employer may grant a higher salary increase as provided in Subsection 43.9 C. The increase will become effective on the first day the employee was performing the higher-level duties.

### 43.3 Premiums

- A. Law enforcement employees assigned as FTO/PTO will be paid at a rate two (2) steps above their base rate of pay for the duration of their FTO/PTO assignment. FTO/PTO assignments cannot be considered the sole criterion for reallocation in accordance with Article 42.2, Position Review.
- B. Certified instructors assigned to provide training, other than an FTO assignment, will receive an additional five percent (5%) of their base rate of pay for the hours spent providing training.
- C. Law enforcement employees assigned as the Evidence Officer will be paid at a rate two (2) steps above their base rate of pay for the duration of their Evidence Officer assignment.
- D. Employees may receive only one premium at a time.

### 43.4 Establishing Salaries for New Employees and New Classifications

The Employer will assign newly hired employees to the appropriate range and step of the Salary Schedules as described in Appendix A and Appendix B.

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

### 43.5 Periodic Increases

Periodic increases are provided as follows:

- A. Employees who are hired at the minimum step of the pay range will receive a two (2) step increase to base salary following completion of six (6) months of service, and their periodic increase date is six (6) months from the date of hire. Thereafter, the employee will receive a two (2) step increase annually on their periodic increase date, until they reach the top of the pay range.
- B. Employees who are hired above the minimum step of the salary range will receive a two (2) step increase to base salary following completion of twelve (12) months of service, and their periodic increase date is twelve (12) months from the date of hire. Thereafter, the employee will receive a two (2) step increase annually on their periodic increase date, until they reach the top of the pay range.
- C. Once an employee's periodic increase date is established, the periodic increase date remains the same unless:
  - 1. The employee is appointed to another position with a different salary range maximum. Upon this subsequent appointment, the provisions of 43.5 A and B of this section apply.

2. The periodic increase date is reset in accordance with 43.5 A and B of this section when an employee is rehired after a break in service.
- D. Employees in classes that have pay ranges shorter than a standard range will receive their periodic increases at the same intervals as employees in classes with standard ranges in accordance with Subsections A and B, above.
- E. The effective date of the periodic increase will be the first day of the month it is due.
- F. Employees hired before July 1, 2009 will retain their periodic increase date as of June 30, 2008.

#### **43.6 Salary Assignment Upon Promotion**

- A. Employees promoted to a position in a class whose range is less than six (6) ranges higher than the range of the former class will be advanced to a step of the range for the new class that is nearest to five percent (5.0%) higher than the amount of the pre-promotional step.
- B. Employees promoted to a position in a class whose range is six (6) or more ranges higher than the range of the former class will be advanced to a step of the range for the new class that is nearest to ten percent (10.0%) higher than the amount of the pre-promotional step.
- C. Recruitment, Retention, Other Business Needs or Geographic Adjustments

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

#### **43.7 Salary Adjustments**

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

#### **43.8 Demotion**

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

#### **43.9 Transfer**

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

#### **43.10 Reassignment**

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

#### **43.11 Reversion**

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

#### **43.12 Elevation**

Elevation is defined as restoring an employee to the higher classification, with permanent status, which was held prior to being granted a demotion or to a class that is between the current class and the class from which the employee was demoted. Upon elevation, an employee's salary will be determined in the same manner that is provided for promotion in Section 43.9, above.

#### **43.13 Part-Time Employment**

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

#### **43.14 Callback**

- A. When an overtime-eligible employee has left the Employer grounds and is called to return to the work station outside of regularly scheduled hours to handle emergency situations that could not be anticipated, the employee will receive three (3) hours penalty pay plus time actually worked. The penalty pay will be compensated at the regular rate. Time worked will be in accordance with Article 7, Hours of Work, and Article 8, Overtime.
- B. Time worked by an overtime-eligible employee immediately preceding the regular shift does not constitute callback, provided time worked does not exceed two (2) hours or notice of at least eight (8) hours has been given.

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

#### **43.15 Shift Premium**

- A. Shift premium for employees assigned to a shift in which a majority of time worked daily or weekly is between 5:00 p.m. and 7:00 a.m. will be one dollar (\$1.00) per hour.
- B. Shift premium will be paid for the entire daily or weekly shift, which qualifies under Subsection A above. Shift premium may also be computed and paid at the above monthly rate for employees permanently assigned to a qualifying afternoon or night shift.
- C. An employee assigned to a shift that qualifies for shift premium pay will receive the same shift premium for authorized periods of any paid leave or holidays.
- D. When an employee is regularly assigned to an afternoon or evening shift that qualifies for shift premium, the employee will receive shift premium pay during temporary assignment, not to exceed five (5) working days, to a shift that does not qualify for shift premium.

#### **43.16 Standby**

- A. An overtime-eligible employee is in standby status while waiting to be engaged to work by the Employer and both of the following conditions exist:
  - 1. The employee is required to be present at a specified location or is immediately available to be contacted. The location may be the employee's home or other specific location, but not a work site away from home.
  - 2. The Employer requires the employee to be prepared to report immediately for work if the need arises, although the need might not arise.
- B. Standby status will not be concurrent with work time.
- C. Employees on standby status will be compensated at a rate of seven percent (7.0%) of their hourly base salary for time spent in standby status.

#### **43.17 Relocation Compensation**

- A. The Employer may authorize lump sum relocation compensation, within existing budgetary resources, under the following conditions:

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

#### 43.18 Salary Overpayment Recovery

- A. When the Employer has determined that an employee has been overpaid wages, the Employer will provide written notice, via certified mail, to the employee that will include the following items:
1. The amount of the overpayment;
  2. The basis for the claim; and
  3. The rights of the employee under the terms of this Agreement.

B. Method of Payback

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

1. Voluntary wage deduction;
2. Cash; or
3. Check.

The employee will have the option to repay the overpayment over a period of time equal to the number of pay periods during which the overpayment was made. The employee and the Employer may agree to make other repayment arrangements. The payroll deduction to repay the overpayment will not exceed five percent (5.0%) of the employee's disposable earnings in a pay period. However, the Employer and employee can agree to an amount that is more than the five percent (5.0%).

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

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

C. Appeal Rights

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

**43.19 Special Pay Salary Ranges**

State Human Resources may adopt special pay salary ranges for positions based upon pay practices found in private industry or other governmental units. Current special pay practices at the Employer will continue. All job classifications approved for special pay are listed in Appendix C.

**43.20 Assignment Pay**

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

**43.21 Multilingual/Sign Language/Braille Premium Pay**

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

**43.22 Dependent Care Salary Reduction Plan**

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

**43.23 Pretax Health Care Premiums**

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

**43.24 Medical/Dental Expense Account**

The Employer agrees to allow insurance eligible employees, covered by the Agreement, to participate in a medical and dental expense reimbursement program to cover co-payments,

deductibles and other medical and dental expenses, if employees have such costs, or expenses for services not covered by health or dental insurance on a pretax basis as permitted by federal tax law or regulation.

#### **43.25 Voluntary Separation Incentives – Voluntary Retirement Incentives**

The Employer will have the discretion to participate in a Voluntary Separation Incentive Program or a Voluntary Retirement Incentive Program, if such programs are provided for in the 2021-2023 operating budget. Such participation must be in accordance with the program guidelines adopted by the Office of the State Human Resources Director, Office of Financial Management and the Department of Retirement Systems, following consultation with the Office of Financial Management. Program incentives or offering of such incentives are not subject to the grievance procedure.

### **ARTICLE 44 HEALTH CARE BENEFITS AMOUNTS**

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

### **ARTICLE 45 VOLUNTARY EMPLOYEES' BENEFICIARY ASSOCIATIONS (VEBAS)**

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

### **ARTICLE 46 CHILDCARE CENTER**

- 46.1** The Employer and the Union recognize that family life has a significant impact upon employees' work lives. The Employer agrees to provide employees with access to the Employer's existing childcare center(s) on the same basis as presently provided.
- 46.2** The Employer will notify the Union as soon as possible of any changes in employee access to the Employer's existing childcare center(s).

### **ARTICLE 47 EMPLOYEE LOUNGE FACILITIES**

- 47.1** The Employer will designate employee lounge facilities apart from work areas. The lounge facilities will be maintained in a clean and safe manner.
- 47.2** Adequate lunchrooms, breakrooms, washrooms and toilet facilities will be provided and available for use by employees. All designated breakrooms will include table and chairs. The facilities will not normally be used for any other purpose.

**47.3** Upon request, the Employer will endeavor to provide storage for personal items.

**ARTICLE 48**  
**STRIKES**

Nothing in this Agreement permits or grants to any employee the right to strike or refuse to perform his or her official duties.

**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 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.

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

The Union and the Employer acknowledge that there may be instances where the Employer might be able to expand operations and provide services to other state agencies or institutions of higher education. It is further acknowledged that such expansion may have a beneficial impact on the Employer and may mitigate the impacts of budgetary constraints. The Employer will consider proposals submitted to them from the Union. This article may be grieved only up to the final internal step of the grievance procedure.

**ARTICLE 51**  
**ENTIRE AGREEMENT**

**51.1** This Agreement constitutes the entire agreement and any past practice or agreement between the parties prior to July 1, 2007, whether written or oral, is null and void, unless specifically preserved in this Agreement.

**51.2** With regard to WAC 357, this Agreement preempts all subjects addressed, in whole or in part, by its provisions.

**51.3** This Agreement supersedes specific provisions of Employer policies with which it conflicts.

**51.4** During the negotiations of the Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly

waives the right and will not be obligated to bargain collectively, during the term of this Agreement, with respect to any subject or matter referred to or covered in this Agreement. Nothing herein will be construed as a waiver of the Union's collective bargaining rights with respect to matters that are mandatory subjects/topics under the law.

## **ARTICLE 52**

### **SAVINGS CLAUSE**

#### Partial Invalidity

If any court or administrative agency of competent jurisdiction finds any article, section or portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect. If such a finding is made, the parties agree to make themselves available to negotiate a substitute for the invalid article, section or portion. Negotiations will begin within thirty (3) calendar days of the request.

## **ARTICLE 53**

### **DISTRIBUTION OF AGREEMENT**

The Employer will post the Agreement electronically on the Employer's website and provide a copy to the Union in electronic format. The Union will be responsible for the distribution of the Agreement to its membership. The Employer will be responsible for ensuring managers and supervisors have access to the Agreement.

## **ARTICLE 54**

### **TERM OF AGREEMENT**

- 54.1** All provisions of this Agreement will become effective July 1, 2023, and will remain in full force and effect through June 30, 2025; however, in accordance with RCW 41.80.090, if this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement, the terms and conditions of this Agreement will remain in effect for a period not to exceed one (1) year from the expiration date. Thereafter, the Employer may unilaterally implement according to law.
- 54.2** Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than August 1, 2023, and no later than September 1, 2023. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

**APPENDIX A**

**Salary Grid**

**\*\*Appendices Attached as PDFs\*\***

**APPENDIX B**

**Salary Grid**

**\*\*Appendices Attached as PDFs\*\***

**APPENDIX C**  
**Special Pay Ranges**

The following class codes and job classifications are eligible to receive special pay as approved by the State Human Resources. The table below reflects the current salary range by job classification and the approved special pay range.

| <u>Class Code</u> | <u>Job Classification</u>         | <u>Current Salary Range</u> | <u>Special Pay Salary Range effective July 1, 2017</u> |
|-------------------|-----------------------------------|-----------------------------|--|
| <u>387E</u>       | <u>Campus Police Officer</u>      | <u>51</u>                   | <u>60</u>  |
| <u>387F</u>       | <u>Campus Police Corporal</u>     | <u>53</u>                   | <u>62</u>  |
| <u>387G</u>       | <u>Campus Police Sergeant</u>     | <u>56</u>                   | <u>65</u>  |
| <u>387H</u>       | <u>Campus Police Investigator</u> | <u>60</u>                   | <u>69</u>  |
| <u>387I</u>       | <u>Campus Police Lieutenant</u>   | <u>61</u>                   | <u>70</u>  |

**APPENDIX D**  
**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.

| <b>GROUP B</b>            |                |                   |
|---------------------------|----------------|-------------------|
| <b>Assigned Duty</b>      | <b>Premium</b> | <b>Reference#</b> |
| 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.

**APPENDIX E**  
**Health Care Benefits Amounts**

*[This Appendix will be revised to incorporate the benefit terms reached during coalition bargaining for 2023-2025.]*

- E.1**
- A. For the 2021-2023 biennium, the Employer will contribute an amount equal to eighty-five percent (85%) of the total weighted average of the projected medical premium for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board (PEBB). The projected medical premium is the weighted average across all plans, across all tiers.
  - B. The point-of-service costs of the Classic Uniform Medical Plan (deductible, out-of-pocket maximums and co-insurance/co-payment) may not be changed for the purpose of shifting health care costs to plan participants, but may be changed from the 2014 plan under two (2) circumstances:
    - 1. In ways to support value-based benefits designs; and
    - 2. To comply with or manage the impacts of federal mandates.Value-based benefits designs will:
    - 1. Be designed to achieve higher quality, lower aggregate health care services cost (as opposed to plan costs);
    - 2. Use clinical evidence; and
    - 3. Be the decision of the PEB Board.
  - C. Article G.1 (B) will expire June 30, 2023.
- E.2**
- A. The Employer will pay the entire premium costs for each bargaining unit employee for dental, basic life, and any basic long-term disability insurance coverage. If changes to the long-term disability benefit structure occur during the life of this agreement, the Employer recognizes its obligation to bargain with the Coalition over impacts of those changes within the scope of bargaining.
  - B. If the PEB Board authorizes stand-alone vision insurance coverage, then the Employer will pay the entire premium costs for each bargaining unit employee.
- E.3** Wellness
- A. To support the statewide goal for a healthy and productive workforce, employees are encouraged to participate in a Well-Being Assessment survey. Employees will be granted work time and may use a state computer to complete the survey.

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

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

**E.5 Medical Flexible Spending Arrangement**

- A. During January 2022 and again in January 2023, the Employer will make available two hundred fifty dollars (\$250) in a medical flexible spending arrangement (FSA) account for each bargaining unit member represented by a Union in the Coalition described in RCW 41.80.020(3), who meets the criteria in Subsection F.5 B below.
- B. In accordance with IRS regulations and guidance, the Employer FSA funds will be made available for a Coalition bargaining unit employee who:
  - 1. Is occupying a position that has an annual full-time equivalent base salary of fifty thousand four dollars (\$50,004) or less on November 1 of the year prior to the year the Employer FSA funds are being made available; and
  - 2. Meets PEBB program eligibility requirements to receive the employer contribution for PEBB medical benefits on January 1 of the plan year in which the Employer FSA funds are made available, is not enrolled in a high-deductible health plan, and does not waive enrollment in a PEBB medical plan except to be covered as a dependent on another PEBB non-high deductible health plan.
  - 3. Hourly employees' annual base salary shall be the base hourly rate multiplied by two thousand eighty-eight (2088).
  - 4. Base salary excludes overtime, shift differential and all other premiums or payments.
- C. A medical FSA will be established for all employees eligible under this Section who do not otherwise have one. An employee who is eligible for Employer FSA funds may decline this benefit but cannot receive cash in lieu of this benefit.
- D. The provisions of the State's salary reduction plan will apply. In the event that a federal tax that takes into account contributions to a FSA is imposed on PEBB health plans, this provision will automatically terminate. The parties agree to meet and negotiate over the termination of this benefit.

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

**Memorandum of Understanding  
Between  
The Evergreen State College  
and  
Washington Federation of State Employees**

**Title IX**

This Memorandum of Understanding (MOU) sets forth the following Agreement between the Washington Federation of State Employees (Union) and The Evergreen State College (Evergreen) regarding updates to Federal Title IX Regulations.

In an effort to comply with updated Federal regulations regarding investigations, hearings, and decisions on formal Title IX complaints against employees, the parties agree as follows:

Article 29.4, Article 29.5, Article 29.6, Article 29.7, Article 29.8, Article 29.9, Article 29.10, Article 29.11 and Article 30, in its entirety, of the Collective Bargaining Agreement (CBA) between The Evergreen State College and the Washington Federation of State Employees shall not apply to investigations, hearings, and decisions regarding formal Title IX complaints against employees. Title IX investigations, hearings, and decisions shall be conducted in accordance with, and subject to, applicable law and Evergreen policy.

This Agreement shall be effective upon execution, and shall be attached to the current CBA. Upon expiration of the current CBA, the parties agree to incorporate this Agreement into the body of the successor CBA.

The Parties further agree that should the Federal Title IX regulations change substantially, either Party may request to open discussions regarding this Agreement.

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

Executed this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_.

For the Washington Federation of State Employees:

\_\_\_\_\_  
Leanne P. Kunze  
WFSE Executive Director

\_\_\_\_\_  
Ton Johnson  
Chief Negotiator

For The Evergreen State College:

\_\_\_\_\_  
John Carmichael  
President, The Evergreen State College

\_\_\_\_\_  
Karen Fraser  
Chair, Board of Trustees