

1 **ARTICLE 18**

2 **MISCELLANEOUS LEAVE**

3 **18.1 Bereavement Leave**

4 A. Up to five (5) days of paid bereavement leave will be granted for the death
5 of any family member as defined in subsection B. ~~or~~ household member as
6 defined in Subsection C, or for loss of pregnancy as defined in subsection
7 E. that requires the employee's absence from work.

8 B. Family Child, grandchild, grandparent, parent, sibling, or spouse of an
9 employee, and also includes any individual who regularly resides in the
10 employee's home or where the relationship creates an expectation that the
11 employee care for the person, and that individual depends on the employee
12 for care. "Family member" includes any individual who regularly resides
13 in the employee's home, except that it does not include an individual who
14 simply resides in the same home with no expectation that the employee care
15 for the individual.

16 _____
17 _____
18 ~~family members are defined as parent, stepparent, sibling, parent-in-law, domestic~~
19 ~~partner's parent, spouse, domestic partner, grandparent, great grandparent,~~
20 ~~grandchild, great grandchild, child, stepchild, and a child in the custody of and~~
21 ~~residing in the home of an employee.~~

22 C. "Household members" is defined as persons who reside in the same home
23 who have reciprocal duties to or do provide financial support for one
24 another. This term will include, but is not limited to, foster children and
25 legal wards. The term does not include persons sharing the same general
26 house when the living style is primarily that of a dormitory or commune.

1 D. In addition, sick leave may be used for the death of a family member, per
2 [Subsection 13.2 C.](#)

3 E. For loss of pregnancy, a qualifying pregnancy is defined as the pregnancy
4 of the employee, or employee parent-to-be including through surrogacy or
5 adoption where the employee would have been the parent.

6 **18.2 Family Care Leave**

7 In accordance with the Washington State Family Care Act, employees may use sick
8 leave, compensatory time, vacation, and/or all or part of a personal holiday to care
9 for a child of the employee with a health condition, or a spouse, state registered
10 domestic partner as defined by [RCWs 26.60.020](#) and [26.60.030](#), parent, parent-in-
11 law, or grandparent who has a serious health condition. Use of such leave must be
12 in accordance with the terms of this Agreement.

13 **18.3 Military Leave**

14 In accordance with RCW 38.40.060, Eemployees will be entitled to military leave
15 with pay not to exceed twenty-one (21) working days during each year, beginning
16 October 1st and ending the following September 30th, in order to report for required
17 military duty, when called, or to take part in training or drills including those in the
18 National Guard or state active status.

19 A. Such leave will be in addition to any vacation and sick leave to which an
20 employee is entitled and will not result in any reduction of benefits,
21 performance ratings, privileges or pay.

22 B. During military leave, the employee will receive the normal base pay.
23 Employees required to appear during working hours for a physical
24 examination to determine physical fitness for military service will receive
25 full pay for the time required to complete the examination.

1 **18.4 Parental Leave**

2 Parental leave will be granted to a permanent employee because of the birth of a
3 child of the employee and in order to provide care, or because of the placement of
4 a child with the employee for adoption or foster care.

5 A. Parental leave will not total more than six (6) months, and will run
6 concurrently with leave granted under Article 16, Family and Medical
7 Leave, and any pregnancy disability leave following the birth or placement
8 of a child.

9 B. Requests for parental leave that exceed the provisions of [Article 16](#), may be
10 denied on the basis of operational necessity.

11 C. Parental leave must be taken during the first year following the child's birth
12 or placement of the child with the employee for adoption or foster care.

13 D. The employee will submit a written request for parental leave to the
14 Employer and must receive the approval prior to taking parental leave. The
15 employee will provide not less than thirty (30) days' notice, except that if
16 the child's birth or placement requires leave to begin in less than thirty (30)
17 days, the employee will provide notice as is practicable.

18 E. Parental leave may be a combination of the employee's accrued vacation
19 leave, sick leave for pregnancy disability or other qualifying events,
20 personal holiday, compensatory time or leave without pay.

21 The Employer may require employees to exhaust all paid leave prior to
22 using any leave without pay for parental leave, except that the employee
23 will be allowed to use eight (8) hours per month of accrued paid leave
24 during each month of parental leave to provide for continuation of benefits
25 as provided by the Public Employees Benefits Board. The Employer will
26 designate on which day of each month the eight (8) hours paid leave will be
27 used.

1 **18.5 Pregnancy Disability Leave**

2 A. Pregnancy disability leave will be in addition to any leave granted under
3 family medical leave or Washington state family leave laws.

4 B. Pregnancy disability leave will be granted for the period of time that an
5 employee is sick or temporarily disabled because of pregnancy and/or
6 childbirth. The length of pregnancy disability leave will be as defined and
7 certified by the employee's licensed health care provider. The employee
8 will provide a copy of such certification to the Employer.

9 **18.6 Temporary Disability Leave**

10 Temporary disability leave will be granted to a permanent employee who is
11 precluded from performing their job duties because of a disability. Temporary
12 disability leave includes a serious health condition of the employee as provided in
13 [Article 16](#).

14 A. Temporary disability leave will run concurrently with leave granted under
15 [Article 16](#), Family and Medical Leave. Temporary disability leave will not
16 total more than twelve (12) months or two thousand, eighty-eight (2088)
17 straight-time hours. For the purposes of intermittent use (i.e. when
18 temporary disability leave is not taken continuously), each hour taken will
19 be deducted from the balance of temporary disability leave available.

20 B. The temporary disability and recovery period will be as defined and
21 certified by the employee's licensed health care provider. The employee will
22 provide, in a timely manner, a copy of such certification to the Employer.

23 The Employer may require employees to exhaust all paid leave prior to
24 using any leave without pay for temporary disability leave, except that the
25 employee will be allowed to use eight (8) hours per month of accrued paid
26 leave during each month of temporary disability leave to provide for
27 continuation of benefits as provided by the Public Employees Benefits

1 Board. The Employer will designate on which day of each month the eight
2 (8) hours paid leave will be used.

3 **18.7 Civil Duty Leave**

4 A. Leave of absence with pay will be granted to an employee to serve on jury
5 duty, to serve as a trial witness, or to exercise other subpoenaed civil duties.
6 An employee will be allowed to retain any compensation paid to them for
7 their jury duty or trial witness service. Specifically, a subpoenaed employee
8 will receive paid leave to appear as a witness in court or an administrative
9 hearing, except as provided in [Subsection 39.4\(A\)\(2\)\(a\)](#), unless they:

- 10 1. Are a party to the matter and are not represented by the Office of the
11 Attorney General of the State of Washington; or
12 2. Have an economic interest in the matter.

13 Nothing in this Subsection will preclude an employee from being
14 paid to appear in court or an administrative hearing on behalf of the
15 Employer.

16 B An employee will inform the Employer when notified of a jury summons
17 or subpoenaed civil duties and will cooperate in requesting a postponement
18 of jury duty service if warranted by business demands.

19 C. An employee whose work shift is other than day shift will be considered to
20 have worked a full work shift for each workday during the period of jury
21 duty or subpoenaed civil duties. If a day shift employee is released from
22 jury duty or subpoenaed civil duties and there are more than two (2) hours
23 remaining on their work shift, the employee will call their supervisor and
24 may be required to return to work.

1 **18.8 Employee Assistance Program**

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

5 B. Leave of absence with pay will be granted to an employee to attend an initial
6 intake and assessment session from an employee assistance program, if it
7 occurs during the employee's scheduled work shift.

8 C. The Employer may approve an employee-requested schedule change, use
9 of paid leave or leave without pay to attend any other appointment(s) with
10 an employee assistance program.

11 **18.9 Interviews**

12 A. Employees will receive leave of absence with pay for interviewing for
13 positions within the employee's college, if scheduled during an employee's
14 scheduled work time.

15 B. Employees will receive leave of absence with pay for up to four (4) hours
16 per fiscal year for travel and interviews within the employee's district, if
17 scheduled during an employee's scheduled work time.

18 **18.10 Life-Giving Procedures, Blood Platelet and Fluid Donations**

19 A. When approved, employees will receive leave of absence with pay during
20 an employee's work schedule, not to exceed thirty (30) working days in a
21 two (2) year period, for participating and any subsequent incapacity to work
22 due to recovery for life-giving procedures. Such leave shall not be charged
23 against sick leave or annual leave, and use of leave without pay is not
24 required.

25 "Life-giving procedure" is defined as a medically-supervised procedure
26 involving the testing, sampling, or donation of blood, platelets, organs,
27 fluids, tissues, and other human body components for the purposes of

1 donation, without compensation, to a person or organization for medically
2 necessary treatments. Employees will provide reasonable advance notice
3 and written proof from an accredited medical institution, physician or other
4 medical professional that the employee participated in a life-giving
5 procedure. The notice will include any expected duration of incapacity to
6 work for recovery purposes. Employers may take into account program and
7 staffing replacement requirements in the scheduling of leave for life-giving
8 procedures and subsequent recovery.

9 B. When approved, employees will receive paid leave, not to exceed five (5)
10 working days in a two (2) year period, for the donation of blood platelets or
11 fluids to a person or organization for medically necessary treatments. The
12 Employer may approve additional days through the use of accrued paid
13 leave. Employees will provide reasonable advance notice and written proof
14 from an accredited medical institution, physician or other medical
15 professional that the employee participated in the donation procedure.
16 Agencies may take into account program and staffing replacement
17 requirements in the scheduling of leave for these donations.

18 **18.11 Personal Leave**

19 A. An employee may choose three (3) workdays as personal leave days each
20 fiscal year during the life of this Agreement, if the employee has been
21 continuously employed by the college/district for more than four (4)
22 months.

23 B. The college/district will release the employee from work on the day selected
24 for personal leave if:

25 1. The employee has given at least fourteen (14) calendar days' written
26 notice to the supervisor. However, the supervisor has the discretion
27 to allow a shorter notice period.

- 1 2. The number of employees choosing a specific day off allows a
2 college/district to continue its work efficiently and not incur
3 overtime.

- 4 3. The leave does not conflict with the business needs of the Employer.

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

- 8 C. Personal leave may not be carried over.

- 9 D. The pay of an employee's personal leave day is equivalent to the
10 employee's work shift on the day selected for the personal leave day
11 absence.

- 12 E. Upon request, an employee will be approved to use part or all of their
13 personal leave day for:
 - 14 1. The care of family members as required by the Family Care Act,
15 [WAC 296 130](#);
 - 16 2. Leave as required by the Military Family Leave Act, [RCW 49.77](#)
17 and in accordance with [Section 19.13](#); or
 - 18 3. Leave as required by the Domestic Violence Leave Act, [RCW](#)
19 [49.76](#).
 - 20 4. Any remaining portions of a personal leave day must be taken as
21 one (1) absence, not to exceed the work shift on the day of the
22 absence.

1 An employee will be allowed to take a reasonable amount of leave with pay for
2 the employee to travel and receive the CDC recommended vaccine(s) during a
3 declared state of emergency due to a pandemic, if the vaccine is not offered at
4 the workplace. An employer may authorize leave in excess of one day in
5 extraordinary circumstances, such as accommodating travel where the CDC
6 recommended vaccines are unavailable locally. The employer may require that
7 the request for leave be supported by documentation, which may include proof
8 of the vaccination.

9
10 18.13 Wildfire Disaster Leave

11
12 In the event the Governor declares that a state of emergency exists in any area
13 of the state of Washington, Agencies may grant up to 24 hours of leave with pay
14 per occurrence to employees who are experiencing extraordinary or severe
15 impacts, such as displacement from their homes temporarily or permanently
16 through evacuation or significant damage or loss.

17 Agencies may require verification of the extraordinary or severe impacts related
18 to the use of leave with pay and may take into account emergency operations
19 requirements and/or program and staffing replacement requirements in the
20 approval and scheduling of leave under this subsection in order to allow for the
21 provision of continued essential services to the public. Leave under this
22 subsection must be used within 3 months from the date of the declaration. If
23 hours of leave with pay are approved, an employee is not required to use them
24 consecutively, and the leave does not need to be taken in full day increments.

25
26

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Inti Tapia, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section



9/16/24

Steve Sloniker,
Director of Contract Administration
WPEA