

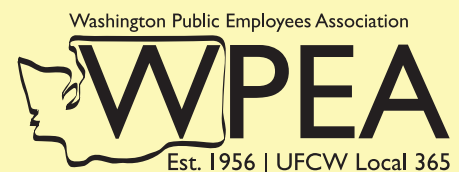
Effective July 1, 2023  
through June 30, 2025

Collective Bargaining Agreement  
by and between the

Washington Public  
Employees Association  
UFCW Local 365  
and the  
State of Washington

# HIGHER EDUCATION 2023-2025

COLLECTIVE BARGAINING AGREEMENT



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## **PREAMBLE**

This Agreement is entered into by the State of Washington, referred to as the “State,” on behalf of each separate Community College District listed below, referred to as the “Employer,” as part of their State Community College Coalition (State CCC) and the Washington Public Employees Association/UFCW Local 365, referred to as the “Union.” It is the intent of the parties to specify wages, hours and other terms and conditions of employment in accordance with RCW 41.80.

The following are the Community College Districts:

Bellevue College	Big Bend Community
College Cascadia College	Clark College
Columbia Basin College	Edmonds College
Grays Harbor College	Olympic College
Pierce College	Skagit Valley College
Tacoma Community College	Walla Walla Community College
Wenatchee Valley College	

## **ARTICLE 1 - UNION RECOGNITION**

1.1 The State and the Employer recognize the Union as the exclusive bargaining representative for the employees described in Appendix A, entitled “Bargaining Units Represented by the Washington Public Employees Association.”

1.2 This Agreement covers the employees in the bargaining units described in Appendix A, entitled “Bargaining Units Represented by the Washington Public Employees Association,” but does not cover any statutorily-excluded positions, or any positions excluded in Appendix A. The titles of the jobs listed in Appendix A are listed 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 covered by RCW 41.80 in any of the Employer’s Community College Districts, the terms of this Agreement will apply.

## **ARTICLE 2 - NON DISCRIMINATION**

2.1 The Employer and the Union are committed to diversity, equity, and inclusion in the workplace.

2.2 Under this Agreement, discrimination against employees on the basis of religion, age, gender, sex, marital status, race, color, creed, national origin, political affiliation, military status, status as an honorably discharged veteran, a disabled veteran or Vietnam era veteran, sexual orientation, gender expression, gender identity, or the presence of any real or perceived sensory, mental or physical disability, genetic information, pregnancy, being a victim of domestic violence, sexual assault, or stalking, citizenship, immigration status or because of the participation or lack of participation in union activities is prohibited, and no unlawful harassment will be tolerated.

2.3 Employees who feel they have witnessed or been the subjects of unlawful discrimination, harassment or hostile work environment are encouraged to bring such issues to the attention of their supervisor or the Human Resources Office, or to file a complaint in accordance with college/district policy. In cases where an employee files both a grievance and an internal complaint regarding the same alleged discrimination, harassment or a hostile work environment, the grievance will be suspended until the internal complaint process has been completed.

2.4 When a complaint is received, the Employer will determine the appropriate form of investigation, if any, and take appropriate action. When the Employer has determined that an investigation is warranted, the Employer will begin an investigation within twenty-one (21) calendar days. Each thirty (30) day period thereafter, the complainant employee and WPEA Higher Education the investigated employee may request and receive an update on the status of the investigation. At the conclusion of the investigation, the complainant employee will be provided with a notification that the investigation is completed and the investigated employee will be provided with both a notification that the investigation is complete and information on the investigation outcome.



2.5 Both parties agree that nothing in this Agreement will prevent the implementation of an approved affirmative action plan.

2.6 Both parties agree that nothing in this Agreement will prevent an employee from filing a complaint with the Washington State Human Rights Commission, Office of Civil Rights, or the Equal Employment Opportunities Commission.

2.7 The Employer agrees to provide training and the Union agrees to support and encourage participation in training to positively accept the diversity that exists in the workplace and to understand as well as to prevent all forms of discrimination.

### **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 and values diversity, equity, and inclusion. The parties agree that inappropriate behavior in the workplace does not promote a college's business or employee's well-being. All employees are responsible for contributing to such an environment and are expected to treat others with courtesy and respect. 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 behavior, the employee and/or the employee's representative is encouraged to report this behavior to the employee's supervisor and/or the Human Resources Office.

3.2 Inappropriate workplace complaints made to the Human Resource Office will be in writing and will be identified as such. When a written complaint is received by the Human Resource Office, the Employer will determine the appropriate form of investigation, if any, and take appropriate action. When warranted, the Employer will begin an investigation within twenty-one (21) calendar days. Each thirty (30) day period thereafter, the complainant employee and the investigated employee may request and receive an update on the status of the investigation. At the conclusion of the investigation, the complainant employee will be provided with a notification that the investigation is complete and the investigated employee will be provided with both a notification that the investigation is complete and information on the investigation outcome.

3.3 The Employer and the Union will jointly develop training materials regarding inappropriate workplace behavior through the local labor management committee for dissemination to managers, supervisors and employees. Supervisors, managers, Human Resource Office staff, and shop stewards will receive training on processing inappropriate workplace behavior reports.

3.4 The procedural aspects of this Article are subject to Step 2 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. Positions will be posted for at least seven (7) calendar days.
- B. Labor/Management Communication Committee (LMCC) meetings, as described in Article 38, may include the sharing and discussion of information about filling, leaving vacant, reallocating or eliminating bargaining unit positions and positions that supervise bargaining unit positions, along with the timeframe thereof. As part of the preparation for the meeting, in accordance with Section 38.2 C, at the Union's request, the Employer will provide a list of vacant positions, at the meeting. The list will include information about the status of the open position(s).
- C. When filling positions, the Employer will appoint to the position the most senior candidate on the appropriate internal layoff list with the required skills and abilities who had indicated an appropriate geographic availability.
- D. If the position is not filled from the layoff list, all promotional, transfer voluntary demotion candidates, who have the skills and abilities to perform the duties of the position will be considered

by the Employer, prior to consideration of other candidates.

- E. An internal promotional candidate is an employee who applies for appointment with their college/district to a class with a higher salary range maximum.
- F. A transfer candidate is an employee who applies for appointment with their college/district to a position in the same class or to a different class with the same salary range maximum.
- G. A voluntary demotion candidate is an employee who applies for appointment with their college/district to a class with a lower salary range maximum.
- H. Once hired, promoted, transferred or demoted, an employee will receive a position description of their new position within twenty-one (21) calendar days following their start date.

#### 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) calendar 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.

#### 4.3 Types of Positions

##### A. Permanent Positions

Except for project positions, non-permanent positions or (temporary) hourly appointments established under Appendix D, classified positions are considered to be permanent with no specific end date. However, nothing in this Article precludes the Employer from initiating a layoff in accordance with Article 36, Layoff and Recall.

##### B. Project Positions

1. The Employer may establish project positions for which the assigned work is contingent upon state, federal, local, grant, or other special funding of specific and/or of time-limited duration. Project positions will be identified as such and the Employer will notify employees appointed to project positions, in writing, of the expected end date of the project employment.
2. Employees who enter into project positions without previously attaining permanent status will serve a probationary period. Employees will gain permanent status upon successful completion of their probationary period.  
  
Project employees with permanent 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 status for transfer, voluntary demotion, or promotion to non-project positions. Project 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 position into a permanent position, due to a change in the nature of funding, and retains the incumbent employee who has already served a probationary or trial service period in that position, the employee will not serve a new probationary or trial service period.
5. The layoff and recall rights of project employees will be in accordance with the provisions in Article 36.



C. In Training Positions

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

The in-training separation of an employee will not be subject to the grievance procedure in Article 30.

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.

D. Non-Permanent Positions

1. The Employer may make classified non-permanent appointments to fill in for the absence of a permanent employee, during a workload peak, while recruitment is being conducted or when the nature of the work is sporadic and does not fit a particular pattern. Non-permanent appointments will not exceed eighteen (18) months. A non-permanent appointee must have the skills and abilities required for the position and will be assigned to an official Washington State Human Resources job classification and paid on the General Service Salary Schedule. The Employer may choose to fill the position with a competitive process or by appointment.
2. A permanent employee who accepts a non-permanent appointment within their college will have the right to return to their position in the college or to a position in the permanent classification they left at the completion of the non-permanent appointment, provided, the employee has not left the original non-permanent appointment, or unless the original supervisor agrees otherwise.
3. The Employer may convert a non-permanent appointment into a permanent appointment if the Employer used a competitive process to fill the non-permanent appointment. In such circumstances the employee will serve a probationary or trial service period upon conversion.
4. The Employer may end a non-permanent appointment at any time with one (1) working day's notice to the employee.
5. The separation of a non-permanent employee will not be subject to the grievance procedure in Article 30.

#### 4.4 Employee Status

##### A. Classified Service/Permanent Status

An employee will attain permanent status in the classified service upon completion of a probationary period. For positions designated in-training, Subsection 4.3 C will govern when permanent status is attained.

An Employee who is newly hired in a classified position will be required to serve a probationary period, regardless of whether or not they have held permanent status at another college district or agency. However, unless the employee has a break in service between appointments, they will have continuous or unbroken classified service for the purpose of seniority, leave and any article in this Agreement that refers to continuous or unbroken service.

##### B. Job Classification

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

#### 4.5 Review Periods

##### A. Probationary Period

1. All employees, including part-time or full-time, will serve a probationary period of six (6) months following their initial appointment to a permanent or project position. The Employer may extend the probationary period for an individual employee or for all employees in a class as long as the extension does not cause the total period to exceed twelve (12) months. The Employer agrees to notify the employee in writing when it intends to extend the probationary period of an employee or for all employees in a classification beyond six (6) months. If the extension is based on performance issues, the supervisor will provide written information to the employee about the needed improvement(s).
2. If the Employer converts the status of a non-permanent appointment to a permanent appointment, the incumbent employee will serve a probationary period upon conversion.
3. The Employer may separate a probationary employee at any time during the probationary period, whether or not the Employer has evaluated the probationary employee. Probationary separation will not be subject to the grievance procedure in Article 30.
4. The Employer will extend an employee's probationary period, on a day-for-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service or Employer-mandated temporary reductions in hours (furloughs) under Subsections 36.5.B, and C.
5. An employee who transfers or is promoted 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. However, in no case will the total probationary period be less than six (6) months.

##### B. Trial Service Period

1. Except for those employees in an in-training appointment, all other employees with permanent status who are promoted, or who voluntarily accept a transfer or demotion into a job classification for which they have not previously attained permanent status, will serve a trial service period of six (6) consecutive months. The Employer may extend the trial service period for an individual employee or for all employees in a class as long as the extension does not cause the total trial service period to exceed twelve (12) consecutive months. The Employer agrees to notify the employee in writing when it intends to extend the trial service period of an employee beyond six (6) months. If the extension is based on performance issues, the supervisor will provide written information to the employee about the needed improvement(s). Employees in an in-training appointment will follow the provisions outlined in Subsection 4.3 C.

2. If the Employer converts the status of a non-permanent appointment to a permanent appointment, an incumbent employee who has already attained permanent status will serve a trial service period. However, the Employer will credit time worked in the non-permanent appointment toward completion of the trial services period per Subsection 4.3(D)(3).
3. An employee serving a trial service period will have their trial service period extended, on a day-for-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service or Employer-mandated temporary reductions in hours (furloughs) under Subsections 36.5.B, and C.
4. With prior written notice by the Employer, all employees that have not successfully completed a trial service period may be offered an opportunity to revert to a position in the same institution 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 job classification of the vacant position, the employee will be required to complete a trial service period.

5. An employee who has no reversion options or does not revert to the classification they held prior to the trial service period may request the Human Resource Office to place their name on the layoff list for positions in job classifications where they had previously attained permanent status.
6. An employee serving a trial service period may voluntarily revert to their 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 and at the discretion of the Employer, an employee serving a trial service period may voluntarily revert at any time to a vacant position in the same college/district 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 employees who are unsuccessful during their trial service period is not subject to the grievance procedure in Article 30.

C. Transition Review Period

In accordance with Article 36, Layoff and Recall, the Employer may require an employee to complete a transition review period.

## **ARTICLE 5 - TITLE IX**

5.1 Each college district is required to comply with the Violence Against Women Reauthorization Act, the Campus SaVE Act, and Title IX of the Education Amendments of 1972. Compliance with these federal laws and associated regulations requires institutions of higher education to adopt and implement programs designed to prevent and respond to domestic violence, dating violence, sexual assault, sexual harassment, and stalking. This program is typically referred to as "Title IX."

5.2 Pursuant to these federal laws, institutions of higher education are required to develop policies and procedures to prevent and respond to sexual violence and to train, properly process, investigate, and adjudicate sexual misconduct allegations. The Employer's policies and procedures will incorporate specific requirements of the federal law and regulations governing processing of complaints conducting investigations and adjudications, imposing sanctions, and conducting appeals. In some areas these federal laws and regulations require additional procedural elements that will be adhered to, in addition to and/or in conjunction with, other Articles within this Collective Bargaining

Agreement. In instances where Articles within this Collective Bargaining Agreement may conflict with policies and procedures required by these federal laws and regulations, the federal laws/regulations will take precedence.

## **ARTICLE 6 - PERFORMANCE EVALUATION**

### **6.1 Objective**

The performance evaluation process is designed to provide supervisors and employees an opportunity to discuss and record performance planning, feedback and performance outcomes. Supervisors and employees will discuss how the employee's position aligns with the college's mission and goals and the Employer's job requirements. 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. Employee work performance will be evaluated during probationary, trial service and transition periods and at least annually thereafter, at a time that allows for adequate application of the process. Supervisors will meet with employees at the start of their review period to discuss performance expectations. Employees will receive copies of their performance expectations as well as notification of any modifications made during the review period. Written notification will normally be given to a probationary or trial service employee whose work performance is determined to be unsatisfactory. If the probationary or trial service deficiency is substantial, the Employer may separate the probationary employee or revert the trial service employee at any time.
- B. The Employer will use the Performance and Development Plan (PDP) developed by OFM/SHR. A copy of the performance evaluation will be provided to the employee at the time of the review. If an employee disagrees with their performance evaluation, the employee has the right to attach a rebuttal. The original performance evaluation forms, including the employee's comments, will be maintained in the employee's personnel file.
- C. If a supervisor has had less than ninety (90) calendar days to observe the employee's performance, the employee may request a joint review with the previous supervisor (if still employed with the college). If the previous supervisor is no longer employed with the college, the employee may request a consultation with other managers with knowledge of the employee's performance.
- D. The performance evaluation procedure may be grieved; however, the content of the evaluation is not subject to the grievance procedure in Article 30.
- E. Performance evaluations will not be used to initiate personnel actions such as transfer, promotion, or discipline.

### **6.3 PDP Training**

Training on performance evaluations will be provided to managers, supervisors, and employees.

### **6.4 Position Description Form Training**

Training on writing new or modifying existing position description forms will be provided to managers and supervisors.

## **ARTICLE 7 - HOURS OF WORK**

### **7.1 Definitions**

- A. Full-time Employees  
Employees who are scheduled to work forty (40) hours per workweek.
- B. Overtime-Eligible Employees  
Employees who are covered by the overtime provisions of state and federal law.
- C. Overtime-Exempt Employees  
Employees who are not covered by the overtime provisions of state and federal law.

- D. Part-time Employees  
Employees who are scheduled to work less than forty (40) hours per workweek.
- E. Work Schedules  
Workweeks and work shifts of different numbers of hours may be established by the Employer in order to meet business and customer service needs, as long as the work schedules meet federal and state laws.
- F. Work Shift  
The hours an employee is scheduled to work each workday in a workweek.
- G. Workday  
One (1) of seven (7) consecutive, twenty-four (24) hour periods in a workweek.
- H. Workweek  
A regularly re-occurring period of one hundred sixty-eight (168) hours consisting of seven (7) consecutive twenty-four (24) hour periods. Workweeks for employees will normally begin at 12:01 am Sunday and end at 12:00 midnight the following Saturday or as otherwise designated by the appointing authority or their designee. If there is a change in their workweek, employees will be given written notification by the appointing authority or their designee.

## 7.2 Position Designation

In accordance with the Fair Labor Standards Act (FLSA) and state law, the Employer will determine whether a position is overtime-eligible or overtime-exempt. Overtime-eligible and overtime-exempt employees will be informed of their status as such at the time of appointment. 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 with a copy to the Union.

## 7.3 Overtime-Eligible Positions-Schedules

- A. Regular Work Schedules  
The regular work schedule for overtime-eligible employees will not be more than forty (40) hours in a workweek, with two (2) consecutive calendar days off and starting and ending times as determined by the requirements of the position and the Employer.
- B. Alternate Work Schedules  
Workweeks and work shifts of different numbers of hours may be established for overtime-eligible employees by the Employer in order to meet business and customer service needs, as long as the alternate work schedules meet federal and state requirements. Prior to assigning employees to alternate work schedules, the Employer will seek volunteers with the necessary skills and abilities who are qualified to perform such assignments. If more than one (1) volunteer has the necessary skills and abilities and is qualified to perform such assignments, seniority will be the determining factor in making the assignment.  
  
The Employer will not adjust the workday for the employee's workweek to avoid the payment of overtime or accrual of compensatory time, unless requested by the employee.
- C. Temporary Schedule Changes  
Employees' workweeks and/or work schedules may be temporarily changed with prior notice from the Employer. 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 employee during their scheduled working hours.
- D. Permanent Schedule Changes  
Employees' workweeks and work schedules may be permanently changed with prior notice from the Employer. Overtime-eligible employees will receive fourteen (14) 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 employee during their scheduled working hours.

E. 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. Employees affected by emergency schedule changes will be allowed de minimis time to make necessary arrangements.

F. 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.

G. Off-Duty Phone Calls

An off-duty overtime-eligible employee will be compensated in six (6) minute increments for receiving and/or responding to work related phone calls.

7.4 Overtime-Eligible Unpaid Meal Periods

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. 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. Meal periods may not be used for late arrival or early departure from work and meal and rest periods will not be combined.

7.5 Overtime-Eligible Unpaid Meal Periods Outside of the Normal Workday

Employees working three (3) or more hours longer than a normal workday will be allowed at least one (1) thirty (30) minute meal period.

7.6 Overtime-Eligible Paid Meal Periods for Straight Shift Schedules

The Employer and the Union agree to 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.

7.7 Overtime-Eligible Rest Periods

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, taking into account the Employer's work requirements and the employee's wishes. 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.

7.8 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 each Employer.

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 institution for which they work. The Employer's practice 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 prior notice 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 forty (40) hours per workweek.
- B. **Overtime Rate**  
In accordance with the applicable wage and hour laws, the overtime rate will be one and one-half (1½) of an employee's regular rate of pay. The regular rate of pay will not include any allowable exclusions.
- C. **Work**  
For overtime purposes, work is the time actually spent performing the duties assigned in addition to time during which an employee is excused from work for holidays, sick leave, vacations or compensatory time.
- D. **Work does not include:**
  - 1. Shared leave;
  - 2. Leave without pay;
  - 3. Additional compensation for time worked on a holiday; or
  - 4. Time compensated as standby, callback, or any other penalty pay.

### **8.2 Overtime Eligibility and Compensation**

Overtime-eligible employees are eligible for overtime compensation under the following circumstances:

- A. Employees who have prior approval and work more than forty (40) hours in a workweek will be compensated at the overtime rate;
- B. An employee whose workweek is less than forty (40) hours will be paid at their regular rate of pay for all work performed up to forty (40) hours in a workweek and paid at the overtime rate for authorized work of more than forty (40) hours in a workweek; and
- C. When employees work on a holiday in accordance with Subsection 11.3 B.

### **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. The Employer will first attempt to meet its overtime requirements on a voluntary basis with qualified employees who are currently on duty. In the event there are not enough employees volunteering to work, the supervisor may require employees to work overtime.

- B. If an employee was not offered overtime for which they were qualified, the employee will be offered the next available overtime opportunity for which they are qualified. Under no circumstances will an employee be compensated for overtime that was not worked. There will be no pyramiding of overtime.

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

- A. Compensatory Time Eligibility

At the employee's request and with the supervisor's approval, compensatory time may be earned in lieu of cash. Compensatory time must be granted at the rate of one and one-half (1½) hours of compensatory time for each hour of overtime worked.

- B. Maximum Compensatory Time

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

- C. Compensatory Time Use

Employees must use compensatory time prior to using vacation leave, unless this would result in the loss of their 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 12, 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 their schedule. The employee's compensatory time balance will be cashed out every June 30th or when the employee:

- A. Leaves state service for any reason;
- B. Transfers to a position in their institution with different funding sources; or
- C. Transfers to another state agency or institution.

### **ARTICLE 9 - TRAINING AND EMPLOYEE DEVELOPMENT**

9.1 The Employer and Union affirm that continued professional and personal growth of individual staff members and professional and program development are fundamental to improving the total effectiveness of the college. 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 current institution policies and available resources.

9.2 Employees will submit written requests to the supervisor for training and employee development, including the specific training, the schedule and costs. The supervisor will approve or deny requests in writing. If training is denied, the written notice will include the reason for denying the request.

9.3 The Employer will continue to provide release time to each employee to participate in training and development activities consistent with the Employer's training and development policies. If approved, release time will be provided for both off-campus and on-campus professional development and training, where appropriate for individual employees' training needs.

9.4 An employee who wishes to use a tuition fee waiver program to register for qualifying courses will be allowed to do so in accordance with Employer policy and RCW 28B.15.558. Employees may participate from the first day of class unless a capacity concern exists. Employees who wish to enroll in courses at other higher education institutions will abide by the policies of those institutions.

9.5 The Employer will make reasonable attempts to schedule Employer-required training during an employee's regular work schedule. Attendance at Employer-required training will be considered time worked and the Employer will pay the registration costs. Travel associated with training will be paid in accordance with applicable wage and hour laws, Office of Financial Management travel regulations and the travel provisions in Article 26, Relocation/Use of Vehicles/Travel.

## 9.6 Master Agreement Training

- A. The Employer and the Union agree that training for managers, supervisors, and shop stewards responsible for the day-to-day administration of this Agreement is important. The Union will provide training to current shop stewards, and the Employer will provide training to managers and supervisors on this Agreement.
- B. The Union will present the training to current shop stewards within each bargaining unit. The shop stewards will be released with pay on one (1) occasion for up to eight (8) hours to attend the training. The training will be considered time worked for those shop stewards who attend the training during their scheduled work shift. The Employer may approve leave in accordance with Section 39.8 for additional time for those shop stewards who attend the training during their scheduled work shift. Shop stewards who attend the training during their non-work hours will not be compensated. The parties will agree on the date, time, number and names of shop stewards attending each session.
- C. Upon mutual agreement, the Employer and the Union will provide joint training on the provisions of the contract to members of the bargaining unit. The Employer and the Union recognize the value of joint training and will encourage it when possible. Each party shall be responsible for naming their own trainer.

## 9.7 New Employees

- A. When a college/district hires a new employee, the Employer will provide each new employee with an orientation package provided by the Union.
- B. Within ninety (90) days following a new employee's start date in a bargaining unit position represented by the Union, the Employer will provide the Union, at the, access to the new employee. This access will be provided during the employee's regular work hours at the employee's regular worksite, or at another location mutually agreed to by the Employer and the Union, for no less than thirty (30) minutes, to present information about the Union and this Agreement. This presentation may occur during a formal or informal new employee orientation provided by the Employer or at another time within the above ninety (90) day period. No employee will be required to attend the presentation given by the Union. The Employer will provide notice to the newhires@wpea.org and the designated Shop Stewards of a new employee orientation at the same time the new employee is given notice.

# **ARTICLE 10 - LICENSING CERTIFICATION, AND QUALIFICATIONS**

10.1 The Employer will continue its current practices related to licensure and certification or comply with Sections 10.2, 10.3 and 10.4, whichever provides the greater benefit to the employee.

## 10.2 Conditions of Employment

The Employer and the Union recognize the necessity for bargaining unit employees to maintain appropriate licensure and/or certification, as required, to perform the duties of their assigned position and to meet the qualifications of their position. When a license and/or certification is required as a part of the qualifications for a position prior to the appointment of an employee into the affected position, the employee will be responsible for the initial cost of the license and/or certification. Thereafter, the employee will be responsible for maintaining the license and/or certification and for all renewal costs.

10.3 Employees who fail to maintain appropriate licensure and/or certification, as required, to perform the duties of their assigned position and/or to meet the qualifications of their position may be subject to a non-disciplinary separation.

- A. A non-disciplinary separation is the process whereby an employee's employment is terminated for reasons other than as outlined in Article 28.2.

## 10.4 Outside Entity Requirements

When an outside entity, e.g. by state regulation or local ordinance, requires a new license and/or certification following the appointment of the employee into the affected position, the Employer will reimburse the employee for the initial cost of the new license and/or certification. Thereafter, the employee will be responsible for maintaining the license and/or certification and for all renewal costs.

## 10.5 Employer Convenience

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

10.6 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 11 - HOLIDAYS

### 11.1 Paid Holidays

The following days are paid holidays for all eligible classified employees:

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

### 11.2 Observance of Holidays

The Board of Trustees for each institution of higher education may establish calendars that observe holidays on dates other than those listed.

### 11.3 Holiday Rules

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

- A. Employees will be paid at a straight-time rate even though they do not work.
- B. In addition to Subsection 11.3 A, 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 position employees who work full monthly schedules throughout their work year will receive holiday pay if they were in pay status on their regular, scheduled work day preceding the holiday.
- D. Cyclic year employees scheduled to work less than full monthly schedules qualify for holiday compensation if they work or are in pay status 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 on the same proportional basis that their appointment bears to a full-time appointment.
- E. Permanent and probationary employees will receive pay equivalent to the employee's work shift on the holiday.
- F. For operational convenience or necessity, the Employer, with prior notice, may switch groups of employees from an alternate work schedule to a regular work schedule during the week of a holiday.
- G. When a holiday falls on the employee's scheduled workday, that day will be considered

- H. When a holiday falls on the employee's scheduled day off, they will receive an alternate day off.
- I. When a holiday falls on a Saturday, the Friday before will be the holiday. When a holiday falls on a Sunday, the following Monday will be the holiday.
- J. The holiday for night shift employees whose schedule begins on one (1) calendar day and ends on the next calendar day will be determined by the institution. It will start either at:
  - 1. The beginning of the scheduled night shift that begins on the holiday; or
  - 2. The beginning of the shift that precedes the calendar holiday.

#### 11.4 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 institution 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 institution will release the employee from work on the day selected as the personal holiday 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 an institution 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 they are unable to reschedule the day, it will be carried over to the next calendar year.
- D. Institutions may adopt eligibility policies to determine which requests for particular dates will be granted if all requests cannot be granted.
- E. Personal holidays are prorated for less than full-time employees.
- F. The pay for a full-time employee's personal holiday is equal to the work shift the day the holiday is taken.
- G. Part or all of a personal holiday may be donated to another employee for shared leave as provided in RCW 41.04.665. Any remaining portions of a personal holiday must be taken as one (1) absence, not to exceed the work shift on the day of absence.
- H. 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 Section 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 absence.

### **ARTICLE 12 - VACATION LEAVE**

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

#### 12.2 Vacation Leave Credits

Full-time and part-time employees will be credited with vacation leave accrued monthly, according to the rate schedule and vacation leave accrual below.

### 12.3 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. 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 employees.
- C. Vacation leave will not accrue during leave without pay which exceeds ten (10) working days in any calendar month, nor will credit be given toward the rate of vacation leave accrual except during military leave without pay.
- D. Vacation leave accruals for the prior calendar month will be credited and available for employee use the first of the next calendar month.
- E. Employment in positions not accruing leave is not credited for continuous or total state employment.

### 12.4 Vacation Leave Accrual Rate Schedule

Full Years of Service	Hours Per Year
During the first and second year of current continuous employment	One hundred twelve (112)
During the third year of current continuous employment	One hundred twenty (120)
During the fourth year of current continuous employment	One hundred twenty-eight (128)
During the fifth and sixth years of total employment	One hundred thirty-six (136)
During the seventh, eighth, and ninth year of total employment	One hundred forty-four (144)
During the tenth, eleventh, twelfth, thirteenth, and fourteenth year of total employment	One hundred sixty (160)
During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth year of total employment	One hundred seventy-six (176)
During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth year of total employment	One hundred ninety-two (192)
During the twenty-fifth year of total employment and thereafter	Two hundred (200)

### 12.5 Vacation Scheduling for 24/7 Operations

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 (1) time due to business needs and work requirements.

### 12.6 Vacation Scheduling for All Employees

- A. Vacation leave will be charged in the amount actually used by the employee.
- B. 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 convenient to the Employer. The Employer may designate black-out periods to address operational needs with advance notice. The Employer may approve vacation requests during the black-out period on a case-by-case basis.
- C. Employees will not request or be authorized to take scheduled vacation leave if they will not have sufficient vacation leave to cover such absence at the time the leave will commence.
- D. 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.

### 12.7 Family Care Leave

Employees may use vacation leave for care of family members as required by the Family Care Act, WAC 296-130. Page 15



## 12.8 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 Section 19.13.

## 12.9 Domestic Violence Leave

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

### 12.10 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 Subsection 13.2 A. An employee who has used all of their sick leave may use vacation leave for sick leave purposes as provided in Subsection 13.2 B–H.

## 12.11 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 six (6) days per calendar year.

## 12.12 Vacation Cancellation

- A. 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 may be reimbursed by the Employer.
- B. 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 leave or authorize leave without pay. Should the Employer cancel the vacation leave due to insufficient vacation leave, the affected employee will not be reimbursed for any vacation expenses.

## 12.13 Vacation Leave Maximum

In accordance with RCW 43.01.040, employees may accumulate maximum vacation balances not to exceed two hundred 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 institution will grant an extension for each month that the institution must defer the employee's request for vacation leave.
- B. An employee may also accumulate vacation leave days in excess of two hundred forty (240) hours as long as the employee uses the excess balance prior to their anniversary date. Any leave in excess of the maximum that is not deferred in advance of its accrual as described will be lost on the employee's anniversary date.

## 12.14 Separation

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

- A. Resign with adequate notice;
- B. Retire;
- C. Are laid off; or
- D. Are terminated by the Employer.

In addition, the estate of a deceased employee will be entitled to payment for vacation leave credits.

## **ARTICLE 13 - SICK LEAVE**

### 13.1 Sick Leave Accrual

Employees will accrue sick leave each month under the following conditions:

- A. Employees working a full-time schedule and in pay status for eighty (80) non- overtime hours in a

calendar month will accrue eight (8) hours of sick leave. In accordance with the Minimum Wage Requirements and Labor Standards, RCW 49.46.210, overtime-eligible employees, who have been on leave without pay that exceeds ten (10) working days in a calendar month, will accrue sick leave at the rate of one (1) hour of sick leave per forty (40) hours worked up to a maximum of eight (8) hours of sick leave in a month. For overtime-exempt employees, sick leave will not accrue during leave without pay that exceeds ten (10) working days in a calendar month.

- B. Employees working less than a full-time schedule will accrue sick leave on the same proportional basis that their employment schedule bears to a full-time schedule.
- C. Sick leave accruals for the prior calendar month will be credited and available for employee use the first of the next calendar month.
- D. This Section and the entire Article 13 do not apply to those part-time hourly appointments covered in Appendix D.

### 13.2 Sick Leave Use

Sick leave may be used for:

- A. A personal illness, injury or medical disability that prevents the employee from performing their job, or personal medical or dental appointments.
- B. Care of family members as required by the State Family Care Act, RCW 49.12, and Family Care Rules, WAC 296-130 and for the purposes and family members as defined by RCW 49.46, the Minimum Wage Requirements and Labor Standards, 49.46.210, family members to include a:
  - 1. Child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
  - 2. 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;
  - 3. Spouse;
  - 4. Registered domestic partner, as defined by RCW 26.60;
  - 5. Grandparent;
  - 6. Grandchild;
  - 7. Sibling; or
  - 8. Other category as provided by RCW 49.46.210.
- C. A death of any relative or household member that requires the employee's absence from work. Relatives are defined for this purpose as spouse, domestic partner, significant other, legal ward, child, grandchild, great-grandchild, foster child, child-in-law, grandparent, great-grandparent, parent, sibling, sibling of one's parent, child of one's sibling, first cousin, sibling-in-law and corresponding relatives of employee's spouse, domestic partner or significant other.
- D. Childcare emergencies after the employee has exhausted all their accrued compensatory time. Use of sick leave and vacation leave for emergency childcare is limited to a combined maximum of six (6) days per calendar year.
- E. Closure of an Employer's place of business, in accordance with the Minimum Wage Requirements and Labor Standards, RCW 49.46.210, by order of a public 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 public 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.
- F. Leave for Military Family Leave Act as required by RCW 49.77 and in accordance with Section 19.13.
- G. Leave for Domestic Violence Leave as required by RCW 49.76.

### 13.3 Use of Compensatory Time or Vacation Leave for Sick Leave Purposes

The Employer may allow an employee who has used all of their sick leave to use compensatory time or vacation leave for sick leave purposes.

### 13.4 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.

### 13.5 Sick Leave Reporting, Certification and Verification

- A. An employee must promptly notify their supervisor on the 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 they are absent, they will notify the supervisor at least two (2) hours prior to the scheduled time to report to work (excluding leave taken for emergencies in accordance with RCW 49.76 – Domestic Violence Leave).
- B. The Employer may require a written medical certificate for any sick leave absence explaining the nature of the illness or absence in circumstances where the Employer suspects an abuse of sick leave. Such medical certification or verification required of overtime-eligible employees shall be in accordance with the Minimum Wage Requirements and Labor Standards, RCW 49.46.210 and WACs 296-128-600 et seq. sick leave provisions. When a medical certificate is required, the Employer will state reasons for suspicion of sick leave abuse. The Employer will not require continuous medical verification for longer than six (6) months as a result of the Employer suspecting abuse. The required medical certificate will be provided by the employee to the Human Resources Office on the day the employee returns to work.
- C. An employee returning to work after any sick leave absence may be required to provide the Human Resources Office with 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.

### 13.6 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. Their 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 their previous calendar year sick leave balance below four hundred eighty (480) hours; and
- C. The employee notifies their payroll office 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.

### 13.7 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 their 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.

### 13.8 Reemployment

Former state employees who are re-employed within five (5) years of leaving state service will be granted all unused sick leave credits they had at separation.

## **ARTICLE 14 - SHARED LEAVE**

### **14.1 Shared Leave**

The purpose of the leave sharing program is to permit state employees, at no significantly increased cost to the state for providing leave, to come to the aid of another state employee who:

- A. Is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition;
- B. Is sick or temporarily disabled because of pregnancy disability;
- C. Is taking parental leave to bond with their newborn, adoptive, or foster child;
- D. Is called to service in the uniformed services;
- E. Is a current member of the uniformed services or a veteran as defined under RCW 41.04.005, and is attending medical appointments or treatments for a service-connected injury or disability;
- F. 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 treatments.
  - 1. Is responding to a state of emergency anywhere within the United States declared by the federal or any state government;
  - 2. Is a victim of domestic violence, sexual assault, or stalking;
- G. “Domestic violence” means physical harm, bodily injury, assault, sexual assault, stalking, or the infliction of fear of imminent physical harm, bodily injury, assault, as defined in RCW 9A.46.110, of one intimate partner by another intimate partner, or of one family or household member by another family or household member as defined in RCW 26.50.010.
- H. “Employee” means any classified employee who is entitled to accrue sick leave or vacation leave and for whom accurate leave records are maintained; and does not include part-time hourly appointments under Appendix D.
- I. “Employee’s relative” normally will be limited to the employee’s spouse, state registered domestic partner as defined by RCWs 26.60.020 and 26.60.030, child, stepchild, grandchild, great- grandchild, grandparent, great-grandparent or parent.
- J. “Household members” is defined as persons who reside in the same home who have reciprocal duties to and/or 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.
- K. “Parental leave” means leave to bond and care for a newborn child after birth or to bond and care for a child after placement for adoption or foster care, for a period of up to sixteen (16) weeks after the birth or placement, in accordance with RCW 41.04.655(3). If the birth parent suffers from a pregnancy disability, the period of sixteen (16) weeks begins immediately after the pregnancy disability has ended provided that the parental leave is used within the first year of the child’s life.
- L. “Pregnancy disability” means a pregnancy-related medical condition or miscarriage, in accordance with RCW 41.04.655(4).
- M. “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.
- N. “Severe” or “extraordinary” condition is defined as provided in WAC 357- 31-395.
- O. “Sexual assault” has the same meaning as in RCW 70.125.030.
- P. “Stalking” has the same meaning as in RCW 9A.46.110.
- Q. “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.

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

#### 14.2 Shared Leave Receipt

- A. The Employer may permit an employee to receive shared leave if the employee meets any of the following criteria:
1. The employee suffers from, or has a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature;
  2. The employee is sick or temporarily disabled because of pregnancy disability, as defined in Subsection 14.1F;
  3. The employee needs the time for parental leave as defined in Subsection 14.1E;
  4. 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;
  5. The employee has been called to service in the uniform services;
  6. The employee is a current member of the uniform services or a veteran as defined under RCW 41.04.005, and is attending medical appointments or treatments for a service connected injury or disability;
  7. The employee is a spouse of a current member of the uniformed services or 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 treatments; or
  8. The employee is a victim of domestic violence, sexual assault, or stalking.
- B. The illness, injury, impairment, condition, call to service, emergency volunteer service, or consequence of domestic violence, sexual assault, or stalking, parental leave or pregnancy disability has caused, or is likely to cause, the employee to:
1. Go on leave without pay status; or
  2. Terminate state employment.
- C. The employee’s absence and the use of shared leave are justified.
- D. The employee has depleted or will shortly deplete their:
1. Vacation leave, sick leave and personal holiday if the employee qualifies under Subsection 14.2(A)(1). The employee is not required to deplete all of their accrued vacation and sick leave and can maintain up to forty (40) hours of vacation leave and forty (40) hours of sick leave;
  2. Vacation leave and paid military leave allowed under RCW 38.40.060, if the employee qualifies under Subsection 14.2(A)(2). The employee is not required to deplete all of their accrued vacation leave and paid military leave allowed under RCW 38.40.060 and can maintain up to forty (40) hours of vacation leave and forty (40) hours of military leave;
  3. Vacation leave and personal holiday if the employee qualifies under Subsections 14.2(A)(4) or 14.2(A)(8). The employee is not required to deplete all of their accrued vacation leave and can maintain up to forty (40) hours of vacation leave;
  4. Vacation leave, sick leave, personal holiday and compensatory time, if the employee qualifies

under Subsections 14.2(A)(2) or (A)(3). The employee is not required to deplete all of their accrued vacation leave and sick leave and can maintain up to forty (40) hours of vacation leave and forty (40) hours of sick leave.

5. Vacation leave, sick leave, and personal holiday if the employee qualifies under Subsection 14.2(A)(6) or 14.2(A)(7). The employee is not required to deplete all of their accrued vacation and sick leave and can maintain up to forty (40) hours of vacation leave up to forty (40) hours of sick leave.

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

1. Sick leave use if the employee qualifies under Subsections 14.2(A)(1), 14.2(A)(4), (A)(5) or (A)(6); or
2. Military leave if the employee qualifies under Subsections 14.2(A)(2).

#### 14.3 Shared Leave Use

A. The Employer will determine the amount of leave, if any, which an employee may receive. However, an employee will not receive more than five hundred twenty- two (522) days of shared leave, except that the Employer may authorize leave in excess of five hundred twenty-two (522) days in extraordinary circumstances for an employee qualifying for the program because they are suffering from an illness, injury, impairment or physical or mental condition which is of an extraordinary or severe nature.

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 Subsection 14.2(A)(1);
2. A copy of the military orders verifying the employee's required absence for shared leave under Subsection 14.2(A)(2);
3. 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 Subsection 14.2(A)(3);
4. Verification of the employee's status as a victim of domestic violence, sexual assault or stalking for shared leave under Subsection 14.2(A)(4);
5. Verification of childbirth or placement of adoption or foster care, when the employee is qualified under Subsection 14.2(A)(5); or
6. Medical certification from a licensed physician or health care provider verifying the pregnancy disability when the employee is qualified under Subsection 14.2(A)(6).

C. 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.

D. Leave may be transferred from employees of one (1) community college district to an employee of the same community college district or, with the approval of the heads of both state agencies, higher education institutions, school districts or educational service districts, to an employee of another state agency, higher education institution, school district or educational service district.

E. Vacation, 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.

F. 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.

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

#### 14.4 Leave Donation

An employee may donate vacation, 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 to an employee authorized to receive shared leave; and
  - 1. The full-time employee's request to donate leave will not cause their vacation balance to fall below eighty (80) hours. For part-time employees, requirements for vacation 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, unless an employee's 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 sick leave will not cause their 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.
  - 2. An employee will be allowed to split the personal holiday only when donating a portion of the personal holiday to the shared leave program.
- D. No employee may be intimidated, threatened, or coerced into donating leave for purposes of this program.

#### 14.5 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.
  - 1. An employee receiving industrial insurance replacement benefits may not receive greater than twenty-five percent (25%) of their base salary from the receipt of shared leave.
  - 2. Shared leave may be used intermittently or on nonconsecutive days as long as the leave has not been returned under Section 14.5 F of this Article.
- B. An employee on shared leave 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 or sick leave.
- C. All salary and wage payments made to employees while on leave will be made by the state agency, higher education institution, school district or educational service district employing the person receiving the leave.
- D. Where the Employer has approved the transfer of leave by an employee of one (1) state agency, higher education institution, school district or education service district to an employee of another state agency, higher education institution, school district or education service district, the state agencies, higher education institutions, school district or educational service districts involved will arrange for the transfer of funds and credit for the appropriate value of leave in accordance with OFM policies, regulations, and procedures.
- E. Leave transferred under this Article will not be used in any calculation to determine a state agency's, higher education institutions, school district's or educational service district'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 the original injury or illness or for any other qualifying condition by the recipient, as determined by the agency head or designee, will be returned to the donor(s). Unused leave approved for an employee who suffers from an illness, injury, impairment, or physical or mental condition which is of an extra ordinary or severe in nature may not be returned until the conditions in RCW 41.04.665(10)(a)(i) or (ii) are met.

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

#### 14.6 Grievability

Denial of shared leave may only be processed through Step 2 of the grievance procedure in Article 30.

### **ARTICLE 15 - UNIFORMED SERVICE SHARED LEAVE POOL**

15.1 The Employer agrees to follow RCW 41.04.685 and the OFM rules and policies governing the donation and use of shared leave from the uniformed services shared leave pool. The Employer will adopt policies consistent with the needs of the employees. Employees requesting to donate to or receive leave from the uniformed service shared leave pool must follow their Employer's policies and procedures addressing uniformed service shared leave.

15.2 This Article is only subject to Step 2 of the grievance procedure in Article 30.

### **ARTICLE 16 - FAMILY AND MEDICAL LEAVE, PARENTAL LEAVE, PREGNANCY DISABILITY LEAVE, AND WASHINGTON PAID FAMILY AND MEDICAL LEAVE**

16.1 A. With the exception of Section 16.12, definitions within this Article will be in accordance with the federal Family and Medical Leave Act of 1993 (FMLA). Consistent with 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. Parental leave for the birth of 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, child, or parent who suffers from a serious health condition that requires on-site care or supervision by the employee; and/or
4. FML for a qualifying exigency when the employee's spouse, child of any age or parent is on active duty or call to active duty status of 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.

- B. 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 servicemember to take up to twenty-six (26) workweeks of leave in a single twelve (12) month period to care for the covered servicemember or veteran who is suffering from a serious illness or injury 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 servicemember 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.

- C. Entitlement to FML 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. Pregnancy disability leave will be granted for the period of time an employee is sick or temporarily disabled because of pregnancy and/or childbirth and will be in addition to any leave granted under family medical leave or Washington state leave laws.
- D. The one thousand, two hundred fifty (1,250) hour eligibility requirement noted does not count vacation leave, sick leave, personal holidays, compensatory time off, or shared leave.

16.2 The FML entitlement period will be a twelve (12) month period measured forward from the date an employee begins FML. 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. The Employer will respond in writing to FML requests as soon as practicable but no later than seven (7) calendar days of receipt of a properly completed request.

16.3 The Employer will continue the employee's existing employer-paid health insurance benefits during the period of leave covered by FML. The employee will be required to pay their share of health care premiums.

16.4 The Employer has the authority to designate absences that meet the criteria of the FML. The use of any paid or unpaid leave (excluding leave for work-related illness or injury covered by workers compensation and compensatory time) for a FML qualifying event will run concurrently with, not in addition to, the use of FML for that event. Any employee using paid leave during a FML qualifying event must follow the notice and certification requirements relating to FML usage in addition to any notice and certification requirements relating to the paid leave.

16.5 The Employer may require certification from the employee's, family member's, or covered servicemember's health care provider for the purpose of qualifying for FML.

16.6 Personal medical leave, serious health condition leave, or serious injury or illness leave covered by FML may be taken intermittently 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.

16.7 Upon returning to work after the employee's own FML qualifying illness, the employee will be required to provide a fitness-for-duty certificate from a health care provider.

16.8 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.

16.9 An employee returning from FML will have return rights in accordance with FMLA.

16.10 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 existing and any adopted federal FMLA regulations and/or interpretations.

#### 16.11 Pregnancy Disability Leave

- A. Pregnancy disability leave will be granted for the period of time an employee is sick or temporarily disabled because of pregnancy and/or childbirth and will be in addition to any leave granted under family medical leave or Washington state leave laws.
- B. An employee must submit a written request for disability leave due to pregnancy and/or childbirth in accordance with agency 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, exchange time, shared leave, and leave without pay. The combination and use of paid and unpaid leave will be the choice of the employee.

#### 16.12 Washington Paid Family and Medical Leave Program

- A. The parties recognize that the Washington Paid State Family and Medical Leave (FML) Program (Title 50.A

RCW) is in effect and eligibility for and approval of leave for purposes as described under that Program shall be in accordance with Title 50A RCW. In the event that the legislature amends all or part of Title 50A RCW, those amendments are considered by the parties to be incorporated herein. In the event that the legislature repeals all or part of Title 50A RCW, those provisions that are repealed are considered by the parties to be expired and no longer in effect upon the effective date of their repeal.

- B. The employee may use sick leave, personal holiday, compensatory time, personal leave day or vacation leave as a supplemental benefit while receiving a partial wage replacement for paid family and/or medical leave under the Washington State Paid Family and Medical Leave Insurance Program, Title 50A RCW. The Employer may require verification that the employee has been approved to receive benefits for paid family and/or medical leave under Title 50A RCW before approving leave as a supplemental benefit.

## **ARTICLE 17 - SUSPENDED OPERATIONS**

17.1 If the Employer determines for any reason, including but not limited to, inclement weather, that health, property or safety is jeopardized and it is advisable due to emergency conditions to suspend the operation of all or any portion of the college/district buildings or operations, the Employer will notify employees per the Employer's notification procedure. The following will govern employees:

- A. Employees scheduled and not required to work during a late start, an early closure or total suspended operations will have no loss in pay for all late starts, early closures and the first day of total suspended operations.
- B. The following options will be made available to the affected employees who are not required to work for the balance of the total suspended operations:
- Vacation leave;
  - Personal holiday;
  - Personal leave;
  - Accrued compensatory time (where applicable);
  - Sick leave;
  - Leave without pay; or
  - Make up lost time through employee-requested schedule changes in accordance with Subsections 7.3 F, 7.9 F and 7.9 G.
- C. At the Employer's discretion and approval, affected employees who are not required to work during the balance of suspended operations may be offered the option to work remotely or reassigned to a similar position at a location within a reasonable commute distance from the non-operational location during the suspended operations.
- D. Employees who are not required to work but whose work shift starts prior to an announcement of a subsequent day of total suspended operations will be paid for actual hours worked and Subsection 17.1 B and C will apply for the balance of the work schedule after the announcement.
- E. The Employer will identify the services required during late starts, early closures and total suspended operations and notify employees required to work in accordance with the Employer's suspended operations procedures. Upon request, the Human Resources Office will make the suspended operations written procedures available to an employee.
- F. Employees who are required to work during late starts, early closures and total suspended operations will be paid for all hours worked plus an additional eight (8) hours at their regular pay rate. The additional eight (8) hours of pay shall not be counted as hours worked for purposes of calculating overtime.
- G. Employees not receiving callback, who are required to work during late starts, early closures, and total suspended operations will receive a minimum of two (2) hours of pay for each day worked.

- H. Any overtime worked during suspended operations will be compensated according to Article 8, Page 25
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Overtime.

- I. During suspended operations when there are unsafe driving conditions or other hazards, the Employer may allow off-duty employees to remain at the college/district.

17.2 The options listed in Subsection 17.1 B, will be made available to employees who report to work late, leave work early or are unable to report to work due to severe inclement weather. In addition, employees may use sick leave for childcare emergencies, if applicable, per Subsection 13.2 D.

17.3 If a work location is fully operational but an employee is unable to report to work or remain at work because of severe inclement weather, conditions caused by severe inclement weather or natural disaster, the employee's leave will be charged in the following order:

- A. Any earned compensatory time;
- B. Any accrued vacation leave;
- C. Any accrued sick leave, up to a maximum of three (3) days in any calendar year;
- D. Leave without pay.

Although the types of paid leave will be used in the order listed and each type of paid leave will be exhausted before the next is used, employees will be permitted to use leave without pay or their personal holiday rather than vacation or sick leave at their request.

17.4 Employees on pre-approved leave will not have their leave reversed due to suspended operations, unless that leave was granted under Section 17.3, because they were unable to report to the worksite that subsequently closed based on severe inclement weather.

## **ARTICLE 18 - MISCELLANEOUS LEAVE**

### **18.1 Bereavement Leave**

- A. Up to five (5) days of paid bereavement leave will be granted for the death of any family member or household member that requires the employee's absence from work.
- B. Family members are defined as parent, stepparent, sibling, parent-in-law, domestic partner's parent, spouse, domestic partner, grandparent, great-grandparent, grandchild, great-grandchild, child, stepchild, and a child in the custody of and residing in the home of an employee.
- C. "Household members" is defined as persons who reside in the same home who have reciprocal duties to or 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.
- D. In addition, sick leave may be used for the death of a family member, per Subsection 13.2 C.

### **18.2 Family Care Leave**

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

### **18.3 Military Leave**

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

- A. Such leave will be in addition to any vacation and sick leave to which an employee is entitled and will not result in any reduction of benefits, performance ratings, privileges or pay.
- B. During military leave, the employee will receive the normal base pay. Employees required to appear during working hours for a physical examination to determine physical fitness for military service will receive full pay for the time required to complete the examination.

#### 18.4 Parental Leave

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

- A. Parental leave will not total more than six (6) months, and will run concurrently with leave granted under Article 16, Family and Medical Leave, and any pregnancy disability leave following the birth or placement of a child.
- B. Requests for parental leave that exceed the provisions of Article 16, may be denied on the basis of operational necessity.
- C. Parental leave must be taken during the first year following the child's birth or placement of the child with the employee for adoption or foster care.
- D. The employee will submit a written request for parental leave to the Employer and must receive the approval prior to taking parental leave. The employee will provide not less than thirty (30) days' notice, except that if the child's birth or placement requires leave to begin in less than thirty (30) days, the employee will provide notice as is practicable.
- E. 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.  
  
The Employer may require employees to exhaust all paid leave prior to using any leave without pay for parental leave, except that the employee will be allowed to use eight (8) hours per month of accrued paid leave during each month of parental leave to provide for continuation of benefits as provided by the Public Employees Benefits Board. The Employer will designate on which day of each month the eight (8) hours paid leave will be used.

#### 18.5 Pregnancy Disability Leave

- A. Pregnancy disability leave will be in addition to any leave granted under family medical leave or Washington state family leave laws.
- B. Pregnancy disability leave will be granted for the period of time that an employee is sick or temporarily disabled because of pregnancy and/or childbirth. The length of pregnancy disability leave will be as defined and certified by the employee's licensed health care provider. The employee will provide a copy of such certification to the Employer.

#### 18.6 Temporary Disability Leave

Temporary disability leave will be granted to a permanent employee who is precluded from performing their job duties because of a disability. Temporary disability leave includes a serious health condition of the employee as provided in Article 16.

- A. Temporary disability leave will run concurrently with leave granted under Article 16, Family and Medical Leave. Temporary disability leave will not total more than twelve (12) months or two thousand, eighty-eight (2088) straight-time hours. For the purposes of intermittent use (i.e. when temporary disability leave is not taken continuously), each hour taken will be deducted from the balance of temporary disability leave available.
- B. The temporary disability and recovery period will be as defined and certified by the employee's licensed health care provider. The employee will provide, in a timely manner, a copy of such certification to the Employer.  
  
The Employer may require employees to exhaust all paid leave prior to using any leave without pay for temporary disability leave, except that the employee will be allowed to use eight (8) hours per month of accrued paid leave during each month of temporary disability leave to provide for continuation of benefits as provided by the Public Employees Benefits Board. The Employer will designate on which day of each month the eight (8) hours paid leave will be used.

#### 18.7 Civil Duty Leave

- A. Leave of absence with pay will be granted to an employee to serve on jury duty, to serve as a trial witness, or to exercise other subpoenaed civil duties. An employee will be allowed to retain any compensation paid to them for their jury duty or trial witness service. Specifically, a



subpoenaed employee will receive paid leave to appear as a witness in court or an administrative hearing, except as provided in Subsection 39.4(A)(2)(a), unless they:

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

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

- B. An employee will inform the Employer when notified of a jury summons or subpoenaed civil duties and will cooperate in requesting a postponement of jury duty service if warranted by business demands.
- C. An employee whose work shift is other than day shift will be considered to have worked a full work shift for each workday during the period of jury duty or subpoenaed civil duties. If a day shift employee is released from jury duty or subpoenaed civil duties and there are more than two (2) hours remaining on their work shift, the employee will call their supervisor and may be required to return to work.

#### 18.8 Employee Assistance Program

- A. The Employer agrees to provide all bargaining unit employees and qualifying family members access to a confidential employee assistance program selected and paid for by the Employer.
- B. Leave of absence with pay will be granted to an employee to attend an initial intake and assessment session from an employee assistance program, if it occurs during the employee's scheduled work shift.
- C. The Employer may approve an employee-requested schedule change, use of paid leave or leave without pay to attend any other appointment(s) with an employee assistance program.

#### 18.9 Interviews

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

#### 18.10 Life-Giving Procedures, Blood Platelet and Fluid Donations

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

"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 and written proof from an accredited medical institution, physician or other medical professional that the employee participated in a life-giving procedure. The notice will include any expected duration of incapacity to work for recovery purposes. Employers may take into account program and staffing replacement requirements in the scheduling of leave for life- giving procedures and subsequent recovery.

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

#### 18.11 Personal Leave

- A. An employee may choose three (3) workdays as personal leave days each fiscal year during the life of this Agreement if the employee has been continuously employed by the college/district for

more than four (4) months.

- B. The college/district 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 a college/district to continue its work efficiently and not incur overtime.
  - 3. The leave does not conflict with the business needs of the Employer.
  - 4. 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.
- D. The pay of an employee's personal leave day is equivalent to the employee's work shift on the day selected for the personal leave day absence.
- E. 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 Section 19.13; or
  - 3. Leave as required by the Domestic Violence Leave Act, RCW 49.76.
  - 4. Any remaining portions of a personal leave day must be taken as one (1) absence, not to exceed the work shift on the day of the absence.

## **ARTICLE 19 - LEAVE WITHOUT PAY**

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

- A. Family and medical leave (in accordance with Article 16, Family and Medical Leave);
- B. Compensable work-related injury or illness leave (in accordance with Article 22, Work-Related Injury or Illness);
- C. Military leave;
- D. Cyclic employment;
- E. Suspended operations (in accordance with Article 17, Suspended Operations);
- F. Pregnancy disability leave (in accordance with Article 18, Miscellaneous Leave);
- G. Parental leave (in accordance with Article 18);
- H. Temporary disability leave (in accordance with Article 18);
- I. Volunteer firefighting leave;
- J. Military family leave; and/or
- K. Domestic violence leave.

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

- 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. Leave without pay may only be denied if the employee's absence would impose an undue hardship on the Employer as defined by WAC 82-56 or the employee is necessary to maintain public safety.
- B. The Employer will allow an employee to use compensatory time, personal holiday or vacation leave in lieu of leave without pay. All requests to use compensatory time, personal holiday or vacation leave requests must indicate the leave is being used in lieu of leave without pay for a reason of faith or conscience. An employee's personal holiday must be used in full workday increments.

- C. An employee's seniority date, probationary period or trial service period will not be affected by leave without pay taken for a reason of faith or conscience.
- D. Employees 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.

19.3 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 (in accordance with Article 39, Union Activities); and/or
- G. As otherwise provided for in this Agreement.

19.4 Limitations

- A. Leave without pay will be no more than twelve (12) months in any consecutive five (5) year period, except for:
  - 1. Compensable work-related injury or illness leave;
  - 2. Educational leave;
  - 3. Governmental service leave;
  - 4. Military leave;
  - 5. Cyclic employment leave;
  - 6. Leave for serious health condition taken under the provisions of the Family and Medical Leave (Article 16);
  - 7. Leave taken voluntarily to reduce the effect of a layoff;
  - 8. Leave authorized in advance by an appointing authority as part of a plan to reasonably accommodate a person of disability;
  - 9. Leave to participate in union activities;
  - 10. Volunteer firefighting leave; and/or
  - 11. Domestic violence leave.
- B. Leave of absence without pay may be extended for an additional twelve (12) months upon signed request of the employee and signed approval of the appointing authority.

19.5 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. Prior to the commencement of the leave, the Employer will notify the employee in writing regarding return rights.

19.6 Military Leave

In addition to twenty-one (21) working days of paid leave granted to employees for required military duty, training or drills including those in the National Guard, or state active status, unpaid military leave granted under Article 19.1, above, will be 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.

19.7 Educational Leave

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

19.8 Child or Elder Care Emergencies

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

#### 19.9 Cyclic Employment Leave

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

#### 19.10 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.

#### 19.11 Citizen Volunteer or Community Service Leave

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

#### 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 RCWs 26.60.020 and 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 RCWs 26.60.020 and 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, state registered domestic partner as defined by RCWs 26.60.020 and 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. If leave without pay is granted, annual plans and expectations may be adjusted as needed.

### **ARTICLE 20 - COMMUTE TRIP REDUCTION, PARKING, AND WORKING REMOTELY**

20.1 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 law and the needs of the college/district community. Additionally, the Employer agrees to offer low-cost alternative transportation where appropriate and feasible.

20.2 The Employer and the Union recognize the value of compressed workweeks, flextime arrangements, and working remotely/teleworking/telecommuting.

20.3 The Employer agrees not to make any changes to current parking conditions for the term of this Agreement unless it first meets its collective bargaining obligation. In the event another group of college/district employees working at the same location, 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 at that location. This provision does not require colleges to provide special rates available for situations such as emeritus status, special event parking, part-time employment, student enrollment or employment, commute trip reduction or reasonable accommodation, where employees do not meet the criteria for the special rates. Employees working at a college worksite that is not the main campus will not be charged parking rates in excess of WPEA represented staff parking at the main campus.

#### 20.4 Qualified Pre-Tax Transportation Benefits Plan

The Employer agrees to maintain the current qualified pre-tax transportation benefits plan that allows eligible employees to pay for qualified parking and/or public transit on a pre-tax basis as permitted by federal law or regulation.

### **ARTICLE 21 - SAFETY AND HEALTH**

21.1 The Employer, employee and Union have a significant shared responsibility for workplace safety and health.

- A. The Employer will abide by safety and health standards in accordance with applicable state and federal law, including, but not limited to, the Washington Industrial Safety and Health Act (WISHA).
- B. Employees will comply with applicable safety and health practices and standards established by the Employer and the Washington Industrial Safety and Health Act (WISHA).
- C. The Employer and employees will contribute to a healthy workplace including not knowingly exposing co-workers, students and the public to conditions that would jeopardize their health or the health of others. The Employer may direct employees not to be in the workplace, when employees self-report contagious health conditions. When an employee has been directed not to be in the workplace, an employee may use leave or request and, with Employer approval, be permitted to work remotely.
- D. The Union will work cooperatively with the Employer on safety and health related matters and encourage employees to work in a safe manner.

21.2 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. Both parties agree to comply with WAC 296-360-150 regarding unsafe working conditions. The Employer will address reported, unsafe working conditions in a timely manner and take appropriate action.

21.3 The parties recognize the need of electronic monitoring in public places as part of a safety and security plan, subject to the limitations in Article 25 – Electronic Monitoring of Employee Activity.

21.4 The Employer will determine and provide the required safety devices, personal protective equipment (PPE) and apparel, which the employees will wear and/or use. The Employer will provide employees with orientation and/or training to perform their jobs safely. If necessary, training will be provided to employees on the safe operation of the equipment prior to use.

21.5 Each Employer will form joint safety committees 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. Committee recommendations will be forwarded to the appropriate appointing authority for review and action, as necessary.

21.6 The Employer and the Union recognize the importance of first aid and CPR training and as such the Employer will offer first aid and CPR training.

21.7 The Employer encourages employee wellness. The Employer will provide employees access to wellness facilities and resources consistent with other employee groups. Employees will not pay higher rates than other employee groups for access to college wellness facilities or resources. In the event another group of college employees working at the same location, not covered by this Agreement, is permitted to purchase access to college wellness facilities or resources at a lower rate, the lower rate will automatically be applied to employees covered by this Agreement at that location.

21.8 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 to conduct ergonomic assessments. Solutions to identified issues/concerns will be implemented within available resources.

21.9 At least once every two years, the Employer will provide Emergency Preparedness training.

### **ARTICLE 22 - WORK-RELATED INJURY OR ILLNESS**

Compensable Work-Related Injury or Illness Leave

An employee who sustains a work-related illness or injury that is compensable under the state workers compensation law may select time-loss compensation exclusively or leave payments in addition to time-loss compensation. Employees who take sick leave, vacation leave or compensatory time during a period in which they receive time-loss compensation will receive full sick leave, vacation leave or compensatory time pay in addition to any time-loss payments. Leave for a work-related injury covered by workers compensation may run concurrently with the FMLA at the employee's request. 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 23 - UNIFORMS, TOOLS AND EQUIPMENT**

### **23.1 Uniforms**

The Employer may require employees to wear uniforms. Where required, the Employer will determine and provide the uniform or an equivalent clothing allowance. The Employer will follow their policy regarding the provision and maintenance of required uniforms, and, specialized clothing. The Employer will determine the need for and may provide specialized footwear. The cost of normal wear and tear and loss of required uniforms, specialized clothing and footwear due to workplace conditions is the responsibility of the Employer.

### **23.2 Tools and Equipment**

The Employer may determine and provide necessary tools, tool allowance, equipment, personal protective equipment (PPE), and foul weather gear. The Employer will repair or replace Employer-provided tools and equipment if damaged or worn out beyond usefulness in the normal course of business. Employees will be responsible for reimbursing the Employer for any provided tool or equipment damaged due to negligence or lost by the employee.

### **23.4 Personal Property Reimbursement**

Employees may seek reimbursement, in accordance with RCW 4.92.100 and applicable college policies, for personal property that is unavoidably damaged or stolen in the proper performance of their duties. Upon request, the Employer will provide the tort claim form to the employee. Employees will be granted work time to complete and submit the claim form. Employees have the responsibility for taking precautions to protect both personal and state property/equipment.

## **ARTICLE 24 - DRUG AND ALCOHOL -FREE WORKPLACE**

24.1 All employees must report to work in a condition fit to perform their assigned duties unimpaired by alcohol or drugs. Each institution is required to comply with the Drug-Free Schools and Communities Act (DFSCA) and the Drug-Free Schools and Campuses Regulations in order to be eligible for federal funding. Compliance with these Acts requires colleges to adopt and implement a program designed to prevent the unlawful possession, use, or distribution of illicit drugs and alcohol by students and employees on institution premises or as part of any institution related activities. Marijuana remains an illicit drug based on federal law despite Washington law. Pursuant to the provisions of the Drug-Free Work Place Act, qualifying institutions are required to make an ongoing good faith effort to maintain a drug-free workplace. Therefore, for purposes of this Article, the terms "drugs" and "controlled substances" include marijuana and/or medical marijuana and is an illicit drug.

### **24.2 Possession of Alcohol and Illegal Drugs**

Employees may not use or possess alcohol while on duty, except when authorized by the institution's policy. The possession or use of illegal drugs is strictly prohibited.

### **24.3 Prescription and Over-the-Counter Medications**

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

### **24.4 Drug and Alcohol Testing – Safety Sensitive Functions**

Employees required to have a Commercial Driver's License (CDL) are subject to pre- employment, post-accident, random and reasonable suspicion testing in accordance with the U.S. Department of Transportation rules, Coast Guard Regulations (46 CFR Part 16) or the Federal Omnibus Transportation Employee Testing Act of 1991. The testing will be conducted in accordance with current institution policy.



## 24.5 Testing for Reasonable Grounds

- A. Reasonable suspicion testing for alcohol or controlled substances may be directed by the Employer for any employee when the Employer has reasonable grounds to suspect that alcohol or controlled substance usage 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. 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 controlled substance and/or alcohol use;
2. Evidence or observation of controlled substance or alcohol use, possession, sale or delivery; or
3. The occurrence of an accident where a trained manager, supervisor or lead worker suspects controlled substance/alcohol usage may have been a factor. Post-accident drug and alcohol testing may be conducted when a work-related incident has occurred involving death, serious bodily injury or significant property/environmental damage, or the potential for death, serious 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.

B. 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 controlled substances/alcohol and verified by another trained supervisor or manager.

C. Testing

When reasonable grounds exist, employees must submit to alcohol and/or controlled substance testing when required by the Employer. A refusal to test is considered the same as a positive test. When an employee is referred for testing, they will be removed immediately from duty and transported to the collection site. The cost of reasonable suspicion 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. All employees notified of a positive controlled substance or alcohol 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.

D. Rehabilitation

The Employer may use a positive drug or alcohol test to require an employee to complete an evaluation by a substance abuse disorder professional and any provider recommendations.

E. Discipline

An employee who has a positive alcohol test and/or a positive 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.

## 24.6 Training

Training will be made available to managers and supervisors. 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;
- D. Rehabilitation services available; and
- E. Medical confidentiality and HIPAA regulations regarding prescription and over-the-counter medications.

## **ARTICLE 25 - ELECTRONIC MONITORING OF EMPLOYEE ACTIVITY**

25.1 Except as provided in Section 25.2, employees generally will not be subjected to electronic monitoring in the workplace without notice by the Employer. "Electronic monitoring" is defined as the use of data gathered from Employer-controlled electronic equipment, including, but not limited to, video cameras, electronic key cards and key pads, to determine an employee's whereabouts or activities, either in real time or after the fact.

25.2 Where the Employer has reasonable grounds to suspect that an employee has engaged or is engaging in misconduct, it may use electronic monitoring without prior notice as a part of a specific investigation, provided:

- A. The monitoring is part of a written investigation plan that describes the reason for, duration, and scope of the monitoring;
- B. The monitoring is narrowly tailored to meet the purpose of the investigation; and
- C. The college President, District Chancellor or designee has approved the investigation plan.

## **ARTICLE 26 - RELOCATION/USE OF VEHICLES/TRAVEL**

26.1 The Employer may pay moving expenses for employees affected by Employer-initiated actions in accordance with the Office of Financial Management (OFM) State Administrative and Accounting Manual (SAAM), Chapter 60.

26.2 Employees are responsible for providing their own transportation between their home and duty station or field site. However the Employer may authorize an employee who resides within a reasonable commuting distance of the employee's duty station or field site to take a personally assigned vehicle home, in accordance with the Washington State Department of Enterprise Services Policy No. BR.01.01 and Procedure BR.01.01.P1 (previously cited as OFM SAAM, Chapter 12).

26.3 Travel time will be considered time worked, when:

- A. It is required by the Employer during normal work hours from one worksite to another;
- B. It occurs prior to normal work hours to a different work location that is greater than the employee's normal home-to-work travel time; or
- C. The employee is authorized or required to travel away from home overnight and the travel occurs during normal working hours or during corresponding hours on non-working days.

26.4 Travel time will not be considered time worked, when:

- A. The employee is commuting between the employee's home and their office, worksite; or
- B. When traveling away from home overnight outside of regular working hours or outside of corresponding hours on non-working days when the employee is traveling as a passenger on an airplane, train, boat, or automobile.

## **ARTICLE 27 - USE OF ELECTRONIC DEVICES AND EQUIPMENT**

27.1 Equipment provided by the Employer for the purpose of conducting business is to be used primarily for such purposes.

27.2 De minimis personal use of electronic office equipment is permitted, provided that such use does not interfere with business operations or job performance, and is consistent with Executive Ethics Board rules and advisory opinions.

27.3 The Employer will provide information and training to all employees regarding use of electronic devices and how said usage intersects with Washington state ethics regulations and public disclosure requests under RCW 42.56.

27.4 Employees may make use of their personal electronic devices during work time, provided that such use does not interfere with business operations or job performance.

## **ARTICLE 28 - DISCIPLINARY PROCEDURES**

28.1 Representation

- A. Upon request, an employee has the right to a union representative at an investigatory
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interview called by the Employer, if the employee reasonably believes discipline could result. If the requested representative is not reasonably available, the employee will select another union designated representative who is available.

- B. Employees seeking representation are responsible for contacting their union designated representative.
- C. The role of the union designated representative is to provide assistance and counsel to the employee, rather than serve as an adversary to the investigator. The exercise of rights in this Article will not interfere with the Employer's right to conduct the investigation.

## 28.2 Discipline

- A. Employers will not discipline any permanent employee without just cause.
- B. Discipline includes oral and written reprimands, reductions in pay, suspensions, demotions, and discharges. Oral reprimands will be identified as such and, if documented, such documentation will be placed in the supervisor's file only, subject to removal in accordance with Section 33.8. When disciplining an employee, the Employer will take reasonable effort to protect the privacy of the employee.
- C. All institution policies regarding investigatory procedures related to alleged employee misconduct, are superseded; however, federal laws and/or regulations related to Title IX will be followed by the institution, even if those laws and regulations conflict with this Agreement. The Employer has the authority to determine the method of conducting investigations.
- D. The Employer has the authority to impose discipline, which is then subject to the grievance procedure set forth in Article 30, except where precluded by federal laws and/or regulations related to Title IX. Oral reprimands, however, may only be processed through Step 2 of the grievance procedure.
- E. 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.
- F. 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 college.

## 28.3 Investigations

- A. Both parties agree that timely resolution of investigations of alleged employee misconduct is critical to maintaining a positive and productive work environment.
- B. Employees are required to fully and truthfully answer all questions during an investigation.
- C. Employees will not be prohibited from contacting their union representative.
- D. If requested, the Employer will provide the employee under investigation with a status update of the investigation progress every thirty (30) days until the investigation is complete.

## 28.4 Off-Duty Conduct

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 constitute just cause. Employees will report all arrests and any court-imposed sanctions or conditions that affect their ability to perform assigned duties to the Employer within forty-eight (48) hours or prior to their scheduled work shift, whichever occurs first.

## 28.5 Notice to Employees

When the Employer is contemplating economic disciplinary action (reduction in pay, suspension, demotion, and/or discharge) against an employee, the Employer will notify the employee and the Union on the same day. Such notice will include the charges against the employee, an explanation of the evidence which forms the basis for the charge, and the action contemplated. The employee has the right to give reasons orally or in writing why

the action should not be taken.

#### 28.6 Probationary Employees

Nothing in this Article limits the Employer's right to separate a probationary employee during their probationary review period.

#### 28.7 Removal of Documents

- A. Written reprimands will be removed from an employee's personnel file after three (3) years if:
  - 1. Circumstances do not warrant a longer retention period;
  - 2. There has been no subsequent discipline; and
  - 3. The employee, or a Union representative with written authorization from the employee, submits a written request for its removal. If the request is denied, the Employer will notify the employee in writing with the specific reasons for the denial.
- B. Records of disciplinary actions involving reductions in pay, suspensions, demotions, and written reprimands not removed after three (3) years will be removed after five (5) years if:
  - 1. Circumstances do not warrant a longer retention period;
  - 2. There has been no subsequent discipline; and
  - 3. The employee, or a Union representative with written authorization from the employee, submits a written request for its removal. If the request is denied, the Employer will notify the employee in writing with the specific reasons for the denial.
- C. Nothing in this Section will prevent the Employer from agreeing to an earlier removal date, unless to do so would violate RCW 41.06.450 or federal laws or regulations regarding Title IX.
- D. References in a performance evaluation to a disciplinary document removed pursuant to Subsections 28.7 A or 28.7 B shall be redacted from the performance evaluation at the same time the disciplinary document is removed from the personnel file.

### **ARTICLE 29 - RESIGNATION AND ABANDONMENT**

#### 29.1 Voluntary Resignation

The employee may withdraw their resignation at any time prior to the effective date only with approval of the Employer.

#### 29.2 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 days, the employee is presumed to have resigned from their position. During the three (3) day period, the Employer will make at least two (2) attempts during their regular shift to contact the employee to determine the cause of the absence. Such attempts will include calling the employee at their contact phone number and any emergency contacts on file with the Employer. The Employer may also request a welfare check.

#### 29.3 Notice of Separation

When an employee's resignation is presumed in accordance with Section 29.2, 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.

#### 29.4 Petition for Reinstatement

An employee who has received a separation notice in accordance with Section 29.3, 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 fifteen (15) calendar days after the separation notice was deposited in the United States mail.

#### 29.5 Grievability

Denial of a petition for reinstatement pursuant to Section 29.4 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 30 - GRIEVANCE PROCEDURE**

### **30.1 Terms and Requirements**

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

#### **A. Grievance Definition**

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

#### **B. Filing a Grievance**

Grievances may be filed by the Union on behalf of an employee or on behalf of a group of employees. If the Union does so, it will set forth the name of the employee or the names of the group of employees.

#### **C. Computation of Time**

The time limits in this Article must be strictly adhered to unless mutually modified in writing. Days are calendar days, and will be counted by excluding the 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. Transmittal of grievances, appeals, and responses may be filed by fax or email. Timelines will apply to the date of receipt. Documents filed after 5:00 pm on a scheduled business day, or on a Saturday, Sunday, or holiday will be considered received on the next business day.

#### **D. Failure to Meet Timelines**

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;
7. The name of the grievant(s); and
8. 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 resolved or withdrawn, a grievance cannot be resubmitted.
- J. Pay  
Shop stewards will be provided a reasonable amount of time during their normal working hours to investigate and process grievances through Step 2. Grievants and shop stewards will not lose pay for attending informal dispute resolution meetings, grievance meetings, alternative dispute resolution sessions, and arbitration hearings held during their scheduled work time. Grievants will not be paid for informal dispute resolution meetings, grievance meetings, alternative dispute resolution sessions, and arbitration hearings held during their off-duty time.
- K. Group Grievances  
No more than five (5) grievants will be permitted to attend a single grievance meeting.
- L. Consolidation  
By mutual agreement, either the Employer or the Union may consolidate grievances arising out of the same set of facts.
- 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 personnel files of the employees.
- P. 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. The cost of alternative resolution methods, if any, will be shared equally by the parties.

## 30.2 Filing and Processing

- A. Filing  
A grievance must be filed within thirty (30) days of the occurrence giving rise to the grievance, or the date the grievant knew or could reasonably have known of the occurrence.
- B. Processing  
Step 1: Human Resources Office Designee  
If the issue is not resolved informally, the Union may present a written grievance to the Human Resources Office, within the thirty (30) day period described above. The Human Resources Office will designate who will hear the grievance at Step 1. The designee will meet in person or confer by telephone with a shop steward and/or staff representative, and the grievant within twenty-one (21) days of receipt of the grievance, and will respond in writing to the Union within twenty-one (21) days after the meeting. The employer will arrange the Step 1 grievance meeting. In the event that the grievant does not attend the meeting, the Union will present the grievance on the grievant's behalf.  
Step 2: President/Chancellor or Designee  
If the grievance is not resolved at Step 1, the Union may move to the next step by filing it with the Human Resources Office, within fifteen (15) days of the Union's receipt of the Step 1 decision. The President/Chancellor or designee will meet in person or confer by telephone with a shop steward or staff representative and the grievant within twenty-one (21) days of receipt of the appeal, and will respond in writing to the Union within twenty-one (21) days after the meeting.



If a designee is selected it will not be the same designee who heard the grievance at Step 1. The employer will arrange the Step 2 grievance meeting. In the event that the grievant does not attend the meeting, the Union will present the grievance on the grievant's behalf.

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

#### 1. Disciplinary Grievances

If the grievance is not resolved at Step 2, 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 the Office of Financial Management/SHR/Labor Relations and Compensation Policy Section (OFM/SHR/LRS) and the Human Resources Office within fifteen (15) days of receipt of the Step 2 decision. In addition to all other filing requirements, the request must include a copy of the grievance and all previous responses.

#### 2. Non-Disciplinary Grievances

If the grievance is not resolved at Step 2, the Union may request a PARM by filing a copy of the grievance and all responses attached to the OFM/SHR/LRS ([labor.relations@ofm.wa.gov](mailto:labor.relations@ofm.wa.gov)) and the Human Resources Office within fifteen (15) days of receipt of the Step 2 decision. Within fifteen (15) days of the receipt of all of the required information, the OFM/SHR/LRS will either:

- i. Notify the Union in writing that a PARM will be scheduled with the OFM/SHR/LRS designee, the college's Human Resources Office representative, and the Union's representative to review and attempt to settle the dispute; or
- ii. Notify the Union in writing that no PARM will be scheduled.

Within thirty (30) days of receipt of the request, a pre-arbitration review meeting will be scheduled unless mutually extended by written agreement between the parties. 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:

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

### Step 4: Arbitration

If the matter is not resolved at mediation or a PARM, or the OFM/SHR/LRS designee notifies the Union in writing that no PARM will be scheduled, the Union may file a demand for arbitration. The demand to arbitrate the dispute must be filed with the American Arbitration Association (AAA) within fifteen (15) days of the mediation session, PARM, or receipt of the notice that no PARM will be scheduled. Simultaneous with filing, copies of the demand for arbitration will be provided to the Human Resources Office and OFM/SHR/LRS.

#### C. Selecting an Arbitrator

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

#### D. Authority of the Arbitrator

##### 1. The arbitrator will:

- a. Have no authority to 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; and
    - d. Not have the authority to order the Employer to modify their 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.
- E. Arbitration Costs
  1. The expenses and fees of the arbitrator, and the cost (if any) of the hearing room will be shared equally by the parties.
  2. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.
  3. If either party desires a record of the arbitration, a court reporter may be used. 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 one-half (1/2) 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, staff representatives, and all other costs related to the development and presentation of their case. 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 they appear during their work time. 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 shop steward.
  5. If, after the arbitrator issues their award, either party files a motion with the arbitrator for reconsideration, the moving party will bear the additional expenses of the arbitrator.

### 30.3 Successor Clause

Grievances filed during the term of the 2021-2023 Agreement will be processed to completion in accordance with the provisions of the 2021-2023 Agreement.

## **ARTICLE 31 - GENERAL CONDITIONS AND BENEFITS**

31.1 The Employer will provide employee lounge facilities apart from work areas.

31.2 The Employer's written Board of Trustee or administrative policies pertaining to employees represented by the Union will be made available to Union staff representatives, shop stewards and employees. The Employer will provide advance notice to the Union of any substantive change to Board of Trustee or administrative policy pertaining to the Union or this Collective Bargaining Agreement.

## **ARTICLE 32 - LEGAL LIABILITY**

32.1 Employee Liability

If an employee becomes a defendant in a civil liability suit arising out of actions taken or not taken in the course of their employment for the state, they have the right to request representation and indemnification through their Employer according to RCW 4.92.

## 32.2 Personal Property Reimbursement

An employee has the right to seek reimbursement for personal property items damaged in the proper performance of their duties, and the Employer will process the request in accordance with RCW 4.92.100. Employees are encouraged to take precautions to protect personal property/equipment.

## **ARTICLE 33 - PERSONNEL FILES**

33.1 The Employer will maintain an official personnel file for each employee, showing a record of employment and such other information required for business and legal purposes. The Employer will determine the location of the personnel file and will notify the Union if someone other than the Employer's Human Resource Manager is responsible for the personnel file. Additional employee files may include, , administrative files, supervisory files, payroll files, and medical files.

33.2 Health and medical information obtained by the Employer will be maintained in a separate, confidential file. The Employer will not require employees to provide information about the health or medical conditions of the employee or the employee's family unless such information is related to the performance of duties within the scope of employment, fitness to hold the employee's position or the providing of benefits requested by the employee.

33.3 An employee and/or their representative may arrange to examine the employee's files p during regular business hours upon reasonable notice. Written authorization from the employee is required before any representative of the employee will be granted access to the personnel file, medical file and/or the file kept by the employee's supervisor. The Employer may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or their representative.

33.4 Employees will be provided a copy of all adverse material placed in the official personnel file at the time it is placed in the file. The employee or their representative may not remove any contents from the file; however, an employee may provide a written rebuttal or refuting documentation to any information in the file that they consider objectionable. The parties agree that it is a good practice for an employee to be provided with copies of letters of appreciation and commendation addressed to the Employer. An employee may insert a reasonable amount of job-related material in their personnel file that reflects favorably on their job performance.

33.5 Information in the personnel files will be retained only as long as it has a reasonable bearing on the employee's job performance or upon the efficient and effective management of the college/district. Adverse material related to alleged employee misconduct that is determined to be false, and all information related to incidents of which the employee has been fully exonerated of wrong doing, will be promptly removed from the personnel file and/or supervisory file. Such information will be maintained in an administrative file, separate and apart from the personnel file and will not be released unless required by judicial order or by applicable laws governing disclosure of public documents.

33.6 When documents in an employee's personnel file, supervisory file and/or administrative file are the subject of public disclosure request, subpoena or legal discovery the Employer will provide the employee and the Union with a copy of the request at least ten (10) business calendar days in advance of the intended release date, unless otherwise required by law.

33.7 The Employer will not release personal information about an employee except as is necessary, or as the law requires.

33.8 Adverse material or information related to alleged misconduct that is determined to be false and all such information in situations where the employee has been fully exonerated of wrongdoing will be removed from the employee's personnel file.

33.9 Supervisors may keep working files of documentation relevant to employee performance. The previous year's job performance documentation will be removed from the supervisor's working file following the completion of a performance evaluation, unless related to issues of an ongoing nature. Upon request, the supervisor will inform the employee if documentation has been retained.

Supervisors who keep employee working files will maintain the files in a manner that protects against unauthorized access or casual observation and in accordance with other governing laws and rules. Employees may view these files per Section 33.3, but may not append refutations nor rebuttals to the file.

## **ARTICLE 34 - REASONABLE ACCOMMODATIONS AND DISABILITY SEPARATION**

### **34.1 Disability Accommodations**

- A. The Employer and the Union will comply with all relevant federal and state laws, and regulations regarding the employment of persons with disabilities and will provide reasonable accommodations to qualified individuals with disabilities. The Employer will maintain written guidelines for reasonable accommodation for qualified individuals with disabilities. Upon request, the Human Resources Office will make the reasonable accommodation written guidelines available to an employee. Reasonable accommodation may include job restructuring, or modification of the work environment, methods or equipment that make it possible for an employee with a disability to perform the essential functions of a position, or that enables the employee to enjoy the benefits and privileges of employment as are enjoyed by other similarly situated employees without a disability. Reasonable accommodation will be implemented as long as it is medically necessary and does not impose an undue hardship or a direct threat.
- B. Essential functions means the primary job tasks and responsibilities of a position that are fundamental and necessary to accomplish the required outcomes of the position. The term “essential functions” does not include the marginal functions of the position that are incidental to the performance of the primary job functions.
- C. 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. The Employer will make a good faith effort to provide the employee requesting accommodation with an alternate assignment during the accommodation process, as necessary.
- D. Employees requesting accommodation must cooperate with the Employer in discussing the need for and possible form of any accommodation. The Employer and the employee will enter into an interactive process to discuss the job-related limitations, possible accommodation options, including the employee’s preferences, and the potential effectiveness of each option.
- E. 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.
- F. The Employer will determine whether an employee is eligible for a reasonable accommodation and the accommodation to be provided. If more than one (1) option for reasonable accommodation exists, the Employer will decide which option to provide the employee, taking into consideration the employee’s preference. If a reasonable accommodation cannot be provided, the Employer will provide the employee with written notification of such decision.

### **34.2 Disability Separation**

- A. 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 health care professional. The Employer can require an employee to obtain an independent medical examination at Employer expense, from a licensed health care professional of the Employer’s choice. Evidence may be requested from the licensed health care professional regarding the employee’s limitations.
- B. When the Employer has medical documentation of the employee’s disability, has met its obligation to explore accommodation options, including placement in any vacant funded position at the same or lower level of pay and benefits for which the employee qualifies, and has determined that the employee cannot be reasonably accommodated, or the employee requests separation due to disability, the Employer may separate the employee with five (5) calendar days’ notice. The Employer will provide the Union with a copy of any disability separation letters.
- C. The Employer will inform the employee in writing of the option to apply to return to employment prior to their 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.

- D. A disability separation is not a disciplinary action. An employee who has been separated due to disability may grieve their disability separation only up to Step 3 of the grievance procedure. Disability separation at the employee's request is not subject to the grievance procedure in Article 30.

34.3 Light duty may be considered for employees who are temporarily unable to perform the essential duties of their position.

#### 34.4 Safety Accommodations

- A. An employee may request a reasonable safety accommodation if the employee or the employee's family member is a victim (or perceived victim) of domestic violence, sexual assault or stalking. An employee may be required to show verification of the need for a safety accommodation by providing a police report to the Human Resources Office showing the employee or family member was a victim, a court order protecting or separating the victim from the perpetrator of the act, or other evidence from the court or the prosecuting attorney to support the request. Documentation from an advocate for victims, an attorney, a member of the clergy or a medical or other professional who provides services to such victims may be provided, and it shall retain its confidential or privileged nature of communication pursuant to the extent provided by law. An employee can also provide a written statement that they or a family member are a victim and in need of the safety accommodation. Verification of the familial relationship to the victim can be in the form of a statement from the employee, a birth certificate, court document, or other similar documentation.
- B. A reasonable safety accommodation may include, but is not limited to:
  - 1. A transfer, reassignment, modified schedule, changed work telephone number, changed work email address, changed workstation, installed lock, implemented safety procedure, or any other adjustment to a job structure, workplace facility, or work requirement in response to actual or threatened domestic violence, sexual assault, or stalking.
  - 2. Qualifying leave pursuant to Article 12 – Vacation, Article 13 – Sick Leave, Section 18.11 - Personal Leave and Article 19 – Leave Without Pay may be considered a reasonable safety accommodation.
  - 3. The Employer may deny a reasonable safety accommodation request based on an undue hardship, which means an action requiring significant difficulty or expense.
  - 4. The employee will notify the Employer when circumstances change.

#### 34.5 Pregnancy Accommodations

- A. For purposes of this Section, "pregnancy" includes the employee's pregnancy and pregnancy-related health conditions.
- B. A pregnant employee may request a reasonable accommodation, which may include any of the following:
  - 1. Providing more frequent, longer, or flexible restroom breaks;
  - 2. Modifying a no food or drink policy;
  - 3. Job restructuring, part-time or modified work schedules, reassignment to a vacant position, or acquiring or modifying equipment, devices, or an employee's work station;
  - 4. Providing seating or allowing the employee to sit more frequently if their job requires the employee to stand;
  - 5. Providing for a temporary transfer to a less strenuous or less hazardous position;
  - 6. Providing assistance with manual labor and limits on lifting;
  - 7. Scheduling flexibility for prenatal visits; and
  - 8. Any further pregnancy accommodation an employee may request, and to which an Employer

must give reasonable consideration in consultation with information provided on pregnancy accommodation by the State Department of Labor and Industries or the attending health care provider of the employee.

- C. The Employer may deny a reasonable pregnancy-related accommodation based on undue hardship if the requested accommodation requires significant difficulty or expense. An Employer may not claim undue hardship for the accommodations listed above in Sections 34.5(B)(1), 2 and 4, or for limits on lifting over seventeen (17) pounds, and the Employer may not request written certification for those same accommodation requests.
- D. The Employer will not require a pregnant employee to take leave if another reasonable accommodation can be provided.
- E. An Employer, except for the limitations in Section 34.5 C, can require the employee to provide written certification from their treating health care professional regarding the need for a reasonable accommodation.
- F. An Employer does not have to create a position for an employee asking for a pregnancy accommodation or transfer a less senior employee, or promote the pregnant employee as part of a reasonable accommodation.

### **ARTICLE 35 - SENIORITY**

#### **35.1 Definition**

- A. Seniority for employees will be defined as the employee's length of unbroken classified service. Leave without pay of fifteen (15) consecutive calendar days or less will not affect an employee's seniority. When an employee is on leave without pay for more than fifteen (15) consecutive calendar days, the employee's seniority will not be affected when the leave without pay is for:
  - 1. Periods of cyclic leave without pay;
  - 2. Military leave;
  - 3. Compensable work-related injury or illness leave;
  - 4. Governmental service leave;
  - 5. Reducing the effects of layoff;
  - 6. Time between disability separation and post-reemployment completion of probation, not to exceed two (2) years, except for any federal law protecting veterans;
  - 7. Formal contract negotiations in accordance with RCW 41.80; and/or
  - 8. Time spent on a temporary layoff or when an employee's work hours are reduced in accordance with Section 36.5, Temporary Layoff.
- B. 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 surviving spouses or surviving state registered domestic partners as defined by RCWs 26.60.020 and 26.60.030, as provided for in RCW 41.06.133.
- C. Employees who are separated from state service due to layoff and are reemployed within two (2) years of their separation date will not be considered to have a break in service. The time the employee is on the layoff list will be treated as leave without pay.
- D. For existing employees whose state service began prior to July 1, 2017, the parties agree that for the purposes of calculating seniority, the Employer has divided the hours worked through June 30, 2017 for each employee by eight (8) hours to determine the number of days worked. The number of days worked was then calculated under a divisor of two thousand, eighty-eight (2,088) hours per calendar year, which was counted backward from July 1, 2017 for a seniority date determination for each employee. These seniority date determinations became effective July 1, 2017.

#### **35.2 Ties**

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



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

### 35.3 Seniority List

The Employer will prepare and post a seniority list annually. The list will contain each employee's name, job classification and the total amount of seniority. Employees will have fourteen (14) calendar days in which to appeal their seniority to their Human Resources Office, after which time the seniority list will be presumed correct. A copy of the seniority list will be provided to the Union at the time of posting.

## **ARTICLE 36 - LAYOFF AND RECALL**

- 36.1 A. 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:
- 1. Separation from service;
  - 2. Employment in a class with a lower salary range maximum;
  - 3. Reduction in the work year; or
  - 4. Reduction in the number of work hours.
- B. When it is determined that layoffs, other than a temporary layoff, will occur within a layoff unit, the Employer will provide the Union with:
- 1. As much advance notice as possible, but not less than thirty (30) days' written notice (this time period may run concurrent with the notice period provided by the Employer to the employee);
  - 2. An opportunity to meet with affected employees prior to the implementation of the layoff; and
  - 3. An invitation to meet under the provisions of Article 38, Labor/Management Communication Committee, of this Agreement.
- C. Upon the Union's request, the Employer will bargain impacts to the bargaining unit. The bargaining will not serve to delay the onset of a layoff.
- D. The Employer will explore options including the reduction of hourly employees.
- E. For purposes of this Article, days are calendar days, and will be counted by excluding the first day and including the last day of timeliness. 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.

### 36.2 Basis for Layoff

- A. The reasons for layoff 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 may 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 range 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.

### 36.3 Voluntary Layoff, Leave of Absence or Reduction in Hours

The Employer may allow an employee to 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 in an

institution 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, regardless of a break in service with the current Employer.

#### 36.4 Probationary Employees

Employees with permanent status will not be separated from state service through a layoff action without first being offered 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.

#### 36.5 Temporary Layoff

##### A. Temporary Reduction in Work Hours

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) days' notice of a temporary reduction in hours.

##### B. Temporary Layoff

The Employer may temporarily layoff an employee for up to ninety (90) days due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. An employee will normally receive seven (7) days' notice of a temporary layoff.

##### C. The notification will specify the nature and duration of the temporary layoff.

##### D. 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 their regular work schedule for the duration of the layoff;
2. Bump to any other position; or
3. Be placed on a layoff list.

##### E. If a temporary layoff is implemented due to the failure of the legislature to adopt an appropriation act prior to the end of the current biennium, an employee in temporary layoff status shall not be in pay status and is not entitled to holiday or other paid leave unless the legislature authorizes otherwise.

#### 36.6 Layoff Units

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

##### B. The layoff unit(s) for each institution covered by this Agreement are described in Appendix C.

#### 36.7 Skills and Abilities

The skills and abilities required of the positions offered as an option in Sections 36.8 and 36.9 will have been identified at least thirty (30) days prior to layoff

#### 36.8 Options Within the Layoff Unit

##### A. Permanent employees will be laid off in accordance with seniority, as defined in Article 35, Seniority, and the skills and abilities of the employee within the layoff unit. The Employer will determine if the employee possesses the required skills and abilities for the position and the comparability of the position. Comparability is defined as having the same FTE appointment. The average number of hours worked in a year for one (1.0) FTE equals two thousand, eighty-eight (2,088) hours. For this Section, a less than comparable position is defined as not less than eighty percent (80%) of the employee's FTE appointment. The Employer may require updated information from the employee regarding their skills and abilities. Vacant positions will be offered prior to filled positions. Employees being laid off will be provided one (1) option within the layoff unit:

1. A comparable funded vacant position for which the employee has the skills and abilities, within their current permanent job classification.
  2. A comparable funded filled position held by the least senior employee for which the employee has the skills and abilities, within their current permanent job classification.
  3. A less than comparable funded vacant position for which the employee has the skills and abilities and is within their current permanent job classification.
  4. A less than comparable funded filled position for which the employee has the skills and abilities and is within their current permanent classification.
  5. A comparable funded vacant position for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job classification in which the employee has held permanent status.
  6. A comparable funded 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 their current permanent position, within a job classification in which the employee has held permanent status.
- B. The layoff unit option will be determined, as specified in descending order of salary range and one (1) progressively lower level at a time.
  - C. If a job classification in which an employee has previously held permanent status has been abolished or revised, a crosswalk to the class series will be used to identify layoff options at the same or lower salary range as their current permanent position.
  - D. An employee in a position that is reduced in work year or work hours will have the choice of staying in the reduced position.

### 36.9 Institution-wide Options

In addition to the layoff unit option offered in Section 36.7, permanent employees being laid off will be offered the following position options:

- A. Up to three (3) institution-wide comparable funded vacant positions within their district 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.
- B. If there are no comparable vacant positions, the Employer will offer less than comparable funded vacant positions.
- C. If there are no less than comparable vacant positions, the Employer may offer a temporary appointment per Appendix D, Temporary Hourly Appointments. The award or denial of an informal option to a temporary hourly appointment is not subject to the grievance procedure.
- D. The Employer will determine if the employee possesses the required skills and abilities for the position. The Employer may require updated information from the employee regarding their current skills and abilities.

### 36.10 Multi-Employee Layoffs

For multi-employee layoffs, more than one (1) employee may be offered the same funded vacant position. In this case, the most senior employee with the skills and abilities who accepts the position will be appointed.

### 36.11 Notification to Permanent Employees

- A. Except for temporary reduction in work hours and temporary layoffs as provided in Section 36.5, permanent employees will receive written notice at least thirty (30) days before the effective layoff date. Notice will be provided by certified mail or personal delivery with a copy to the employee's work e-mail. The notice will include:
  1. The basis for the layoff;
  2. The effective date of the layoff;
  3. The employee's layoff unit option and any institution-wide options;

4. Specific information about the employee's layoff unit option, including:
  - a. Department/Division;
  - b. Work location;
  - c. Work hours/schedule (subject to change in accordance with Article 7);
  - d. FTE of the position;
  - e. Whether the position is cyclic;
  - f. Job classification;
  - g. Salary, range and step pursuant to Article 36.11;
  - h. Supervisor; and
  - i. Existing job description, including any required qualifications/certifications.
5. Notification that the employee may request specific information contained in Article 36.10(4)(a) through (i), above, regarding offered institution-wide option(s);
6. The specific layoff lists for which the employee is entitled to placement;
7. The date by when an employee must select a layoff option; and
8. The process, including timelines, by which the employee is entitled to challenge the layoff.
- B. The Union will be provided with a copy of the notice.
- C. Except for temporary reduction in work hours and temporary layoffs as provided in Section 36.5, if the Employer fails to provide thirty (30) days' notice, the employee will be paid their salary for the days that they would have worked had full notice been given.
- D. Employees will be provided seven (7) days to accept or decline, in writing, any option provided to them. This time period will run concurrent with the thirty (30) days' notice of layoff provided by the Employer to the employee.

#### 36.12 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 within their current salary range will retain their current salary.
- B. Lower Salary Level  
An employee who accepts a position with a lower salary range will be paid an amount equal to their 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, that 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.

#### 36.13 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 they have not held permanent status or has been appointed into a position 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 at any time 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 list until such time as their eligibility expires or they have been rehired. Separation during the transition review period will not be subject to the grievance procedure in Article 30.
- D. An employee may voluntarily separate a maximum of two (2) times as a result of a single layoff action.

#### 36.14 Recall

- A. The Employer will maintain a layoff list for each job classification. Permanent employees who are laid off may have their name placed on the layoff list for the job classification from which they were laid off or bumped. Additionally, employees may request to have their name placed on the layoff list(s) for other job classifications in which they have held permanent status at the same or lower salary ranges, regardless of a break in service with the current Employer. However, employees will not have their names placed on a layoff list for a classification from which they were demoted for cause in the last six (6) year. An employee's name will remain on the layoff lists for two (2) years from the effective date of their layoff.
- B. When a vacancy occurs within an institution and where there are names on a layoff list for that classification, the Employer will fill the position with the most senior employee who has the required skills and abilities to perform the duties of the position to be filled in accordance with Article 4, Hiring and Appointments.
- C. **Removal from Layoff Lists**  
When an employee is appointed from a layoff list, the employee's name will be removed from that job classification's layoff list, as well as from all other layoff lists at the same or lower salary range as the position to which they were appointed. An employee will be removed from the appropriate job classification layoff list after they waive the appointment to a position for that job classification three (3) times. In addition, an employee will have their name removed from all layoff lists upon retirement, resignation or discharge from the Employer.

#### 36.14 Project Employment

- A. Permanent project employees have layoff rights. Formal options will be determined using the procedure outlined in Section 36.7.
- B. Permanent classified employees who left regular classified positions to accept project employment without a break in service have layoff rights within the institution in which they held permanent classified status. The employee's return rights will be to the job classification they last held permanent status in prior to accepting project employment using the procedures in Sections 36.7 and 36.8.

### **ARTICLE 37 - MANAGEMENT RIGHTS**

37.1 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 Employer'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, worksites, 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.

37.2 The Employer agrees that the exercise of the above rights will be consistent with the provisions of this Agreement.

## **ARTICLE 38 - LABOR/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, Labor/Management Communication Committees will be established. The purpose of the committee(s) is to provide communication between the parties, to share information and concerns and to promote constructive, respectful, meaningful and cooperative labor-management relations.

### **38.2 Committees**

Either party may propose items for discussion on topics which may include, but are not limited to, administration of this Agreement, changes to applicable law, legislative updates, organizational change, improvement in systems and processes, resolving workplace and service delivery problems, quality of work life for employees, and/or more productive and efficient service delivery.

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

#### **A. Composition**

Committees will consist of up to four (4) Employer representatives. The Union may have a WPEA/UFCW 365 staff representative and up to four (4) employee representatives. The number of employee representatives may not exceed five percent (5%) of the total membership of the Union at the college or two (2) employee representatives, whichever is greater. The Employer and Union will be responsible for the selection of their own 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 seven (7) calendar days in advance of the date of the meeting in order to facilitate the release of employees.



2. Employees attending committee meetings during their work time will have no loss in pay. Attendance at meetings during employees non-work time will not be compensated nor considered as time worked. Employees attending pre-meetings during their work time will have no loss in pay for up to thirty (30) minutes per committee meeting. Attendance at pre-meetings during the employees non-work time will not be compensated nor considered as time worked. The Union is responsible for paying any travel or per diem expenses of employee representatives.

C. Meetings

Meetings may be called by either party. Committee meetings will be scheduled on mutually acceptable dates and times. Agenda items will be exchanged prior to the meeting date. Late agenda items may result in delaying those specific items to the next meeting, at the request of either party. Each party may keep written records.

### 38.3 Scope of Authority

Committees established under this Article will be used for discussions only, and the committees will have no authority to conduct any negotiations, bargain collectively or modify any provision of this Agreement. Discussion at a committee meeting does not constitute official notice of a proposed mandatory subject change. The committee's activities and discussions will not be subject to the grievance procedure in Article 30.

## **ARTICLE 39 - UNION ACTIVITIES**

### 39.1 Representation

Upon request, employees will have the right to representation at all levels on any matter adversely affecting their 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.

### 39.2 Staff Representatives

- A. The Union will provide the Employer with a written list of staff representatives and the jurisdictions they are responsible for. 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 in accordance with college policy and this Agreement to carry out representational activities. The representatives will notify Human Resources prior to their arrival on campus grounds and will not interrupt the normal operations of the institution. If the staff representative intends to be on campus between 5:00 pm and 8:00 am, the representative will inform Human Resources before 4:00 pm on the day of their arrival. In accordance with Section 39.4, staff representatives may also meet with bargaining unit employees in non-work areas during the employees' meal periods, rest periods, and before and after their shifts.

### 39.3 Shop Stewards

- A. The Union will provide the Employer with a written list of current shop stewards, their campus jurisdiction and which shop stewards are approved to provide representation under Section 39.1, Representation. The Union will maintain the list. The Employer will not recognize an employee as a shop steward if their name does not appear on the list.
- B. Shop stewards will be provided reasonable time during their normal working hours to prepare for, travel to and attend meetings scheduled by management within the shop stewards' office, facility or geographic jurisdiction within the bargaining unit for the following representational shop steward's activities:
  1. Representational shop stewards only: investigatory interviews and pre-disciplinary meetings, in accordance with Article 28, Disciplinary Procedures, or to investigate and process grievances in accordance with Article 30, Grievance Procedure; or
  2. Labor/Management Communication Committees and other committee meetings under

Section 39.8 C; or

3. Negotiations in accordance with Article 50, Mandatory Subjects; or
4. To meet with new employees under Section 9.7.

The shop steward will obtain prior approval from their supervisor to prepare for, travel to and attend a meeting. Notification will include the approximate amount of time the shop steward expects the activity to take. Any college business requiring the employee's immediate attention will be completed prior to attending the meeting. Time spent preparing for, traveling to and attending meetings during the shop stewards non-work hours will not be considered as time worked. Shop stewards may not use state vehicles to travel to and from a worksite in order to perform representational activities, unless authorized by the college.

- C. If the amount of time a shop steward spends performing steward activities is affecting their ability to accomplish assigned duties, the Employer will not continue to release the employee and the Union will be notified, in writing, as to the reason(s).

#### 39.4 Employees

- A. An employee will be provided a reasonable amount of time during their normal working hours to meet with a representational shop steward and/or staff representative to process their grievance. In addition, an employee will be released during their normal working hours to prepare for and attend meetings or hearings scheduled by management for the following:
  1. Management scheduled investigatory interviews and/or pre-disciplinary meetings, in accordance with Article 28, Disciplinary Procedures; and
  2. Management scheduled informal grievance resolution meetings, grievance meetings, alternative dispute resolution meetings, mediation sessions and arbitration hearings, in accordance with Article 30, Grievance Procedure.
    - 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 they appear during their work time, provided the testimony given is related to their job function or involves a matter they have witnessed, and is relevant to the arbitration case. Every effort will be made to avoid the presentation of repetitive witnesses.
- B. An employee will obtain prior approval from their supervisor in order to attend any meeting or hearing during their work hours. All requests will include the approximate amount of time the employee expects the activity to take. As determined by the supervisor, any college business requiring the employee's immediate attention must be completed prior to attending a meeting or hearing. Employees will suffer no loss in pay for preparing for or attending management scheduled meetings and hearings that are scheduled during the employee's work time. Time spent preparing for and attending a meeting or hearing 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 college.
- C. If the amount of time an employee spends attending meetings or hearings on behalf of the Union, is affecting their ability to accomplish their assigned duties, the Employer will not continue to release the employee and the Union will be notified, in writing, as to the reason(s).

#### 39.5 Use of State Facilities, Resources, and Equipment

##### A. Meeting Space and Facilities

The Employer's offices 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 its membership 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 institution business.

C. Email, Fax Machines, the Internet, and Intranets

The Union and its members will not use state-owned or operated email, fax machines, the internet, or intranets to communicate with one another except in the following circumstances:

1. Employees may use state-operated email to request union representation.
2. Shop stewards may use state owned/operated equipment to communicate with the Union and/or the Employer for the exclusive purpose of administration of this Agreement. Such use will:
  - a. Result in little or no cost to the Employer;
  - b. Be brief in duration and frequency;
  - c. Not interfere with the performance of their official duties;
  - d. Not distract from the conduct of state business;
  - e. Not disrupt other state employees and will not obligate other employees to make a personal use of state resources; and
  - f. Not compromise the security or integrity of state information or software.
3. The Union may participate in Employer scheduled new employee orientation meetings, either in person or online using the Employer's online platform, but not the Employer's equipment.

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.

- D. Up to one (1) time per month, the college/district human resource director, or designee, with seven (7) calendar days' notice, will distribute notifications from the Union by email, limited to date, time and location of union sponsored informational meetings, subject to the restrictions in Subsection 39.5 C. Designated union officials will provide notification by submitting it directly to the human resource director or designee, who will distribute the notice within three (3) business days.

39.6 Bulletin Boards and Newsstands

A. Bulletin Boards

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 adequate bulletin board space in convenient places. Where there are existing bulletin boards for WPEA only, the Employer will replace the Employer's bulletin board with a Union provided bulletin board of a similar size. Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with state ethics law, and identified as union literature. Union communications may not be posted in any other location on the campus.

B. Newsstands

If requested, The Employer will identify area(s) where Union provided newsstand(s) can be located at each college/district. Union provided newsstand(s) must meet the Employer's campus standards.

39.7 Distribution of Material

A Union-designated employee will have access once per month to their 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 Human Resources Manager. 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 the Human Resources Manager in advance of their intent to distribute information.

#### 39.8 Time Off for Union Activities

- A. Union-designated employees may be allowed time off without pay to attend Union- sponsored meetings, union-informational meetings, training sessions, negotiations, conferences, and conventions. The employee's time off will not interfere with the operating needs of the institution as determined by management. If the absence is approved, the employees may use accumulated compensatory time, vacation leave or personal holiday in accordance with Article 11, Holidays, instead of leave without pay. However, employees must use compensatory time prior to use of vacation leave, unless the use would result in the loss of 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. The Employer may approve alternate or flex employee work schedules in order for bargaining unit employees to attend labor-management committees, or Employer- established committees, meetings or council meetings at which the Employer requests a Union member to attend in a Union-related role.

#### 39.9 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 college/district as determined by management. Employees who accept temporary employment with the Union may be allowed to use 8 hours per month of vacation leave or compensatory time to maintain their medical benefits while working for the Union. The Union will reimburse the Employer for the "fully burdened costs of the positions" the Employer incurs as a result of an employee accepting the temporary employment. The Union will reimburse the Employer. 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.

#### 39.10 Temporary Employment as a Union President

- A. **Leave of Absence**  
Upon request of the Union, the Employer will grant leave with pay for the President for up to thirty-six (36) months. The Union will give the Employer at least thirty (30) calendar day's 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 President on leave with pay during the period of absence. The Union will reimburse the College by the 20th of each month for the previous month.
- B. **Leave Balances**  
The President will accrue sick leave in the amount of one hour for every 40 hours worked but will not accrue vacation leave during the period of absence. When the President returns to state service their leave balances will not exceed their leave balances on the date the period of absence commenced. If the sick leave balance was under 40 hours as of the date the period of absence commenced, they will retain accrued sick leave up to 40 hours total upon return to state service. If the President retires or separates from state service at the end of the period of absence, their leave balances will not exceed their leave balances on the date the period of absence commenced. Reporting of leave will be submitted to the 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 their status as President during the period of absence.

D. Return Rights

The 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.

39.11 Board of Trustee Meetings

The Employer agrees to make the Board of Trustee meeting materials available to the chief shop steward of each college/district.

39.12 WPEA HE Master Agreement Negotiations

A. Release Time

1. The Employer will approve paid release time for the first seven (7) days of formal negotiations for one (1) Union team member, from each institution of higher education listed in the Preamble, who are scheduled to work on the day negotiations are being conducted. For all remaining formal negotiation sessions and travel to and from the sessions, the Employer will approve compensatory time, vacation leave, personal holiday, or leave without pay, or at the discretion of their supervisor, an employee may be allowed to adjust their work hours.
2. Paid release time and other negotiations release time listed above will be approved for Union team members provided the absence of the employee during negotiations will not interfere with the operating needs of college/district.
3. Per diem and travel expenses will be paid by the WPEA for Union team members. No overtime or compensatory time will be incurred as a result of negotiations and/or travel to and from negotiations.
4. The Union will give the Employer a written list of names of the employees it is requesting attend the above-listed activities at least fourteen (14) calendar days prior to the activity.

B. Confidentiality/Media Communication

Bargaining sessions will be closed to the press and the public unless agreed otherwise by the chief spokespersons. No proposals will be placed on the parties website. The parties are not precluded from generally 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 or impasse is reached on all issues submitted for negotiations.

## **ARTICLE 40 - UNION DUES DEDUCTION AND STATUS REPORTS**

40.1 Notification to Employees

The Employer will inform new, transferred, promoted, or demoted employees prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive representation status. The Employer will furnish the employees appointed into bargaining unit positions with the Union payroll deduction authorization form provided by the Union.

The Employer will inform employees, in writing, when they are leaving a position included in a bargaining unit. The Employer will furnish the Membership Coordinator of the Union with copies of the employee's appointment notice/letter at the same time it is provided to the employee.

40.2 Union Dues Deduction

Upon the Union's written notice to the Employer of authorization from an employee covered by this Agreement for deduction of membership dues, the Employer agrees to deduct the membership dues from the salary of the authorizing employee within two (2) pay periods of receipt of the written notice from the Union, submitted to the Employer's payroll office. The Employer will provide payments for all said deductions to the Union at the Union's official headquarters each pay period.

#### 40.3 Dues Cancellation

An employee may cancel their payroll deduction of dues by the employee providing written notice to the Union and the Union subsequently providing written notice to the Employer of the cancellation. After receipt of the confirmation from the Union, every effort will be made to make the cancellation effective on the first payroll and not later than the second payroll after receipt of the notice.

#### 40.4 Status Reports

- A. Each month the Employer will provide the Membership Coordinator of the Union with a status report in an electronic format. The Employer may choose to discharge this duty by separately arranging to have a third party provide part or all of the data supplied in the report to the Union. The status report will include the following data, if maintained by the Employer, for employees in the bargaining unit and those who enter or leave the bargaining unit or who start or stop deductions:
1. Employee name;
  2. Permanent address;
  3. College;
  4. College duty station(s);
  5. Home department name;
  6. Job classification code and job title;
  7. Bargaining unit code;
  8. Unique employee system identification number;
  9. Work phone number, if available;
  10. Work email address;
  11. Seniority Date;
  12. Position number;
  13. Salary range and step;
  14. Job percentage of full;
  15. Gross salary for the month;
  16. Union deduction code(s) and amount(s);
  17. Work county code and name;
  18. Employee type;
  19. Overtime eligibility designation;
  20. Retirement benefit plan; and
  21. Whether an employee has been appointed to, separated from, or promoted out of the bargaining unit and the effective date of such action. If separated, the nature of the separation (e.g. termination, retirement, resignation, death) will be provided.
- B. Information provided pursuant to this Section will be maintained by the Union and the United Food and Commercial Workers International (UFCW) union in confidence according to the law.
- C. The Union, UFCW and employees will indemnify the Employer and its third party data supplier for any violations of employee privacy committed by the Union pursuant to this Section.
- D. When a bargaining unit position is vacated for at least thirty (30) days, the Employer will inform the Union in writing of its intention to fill the position, leave the position vacant, reallocate the position, or remove the position from the bargaining unit.



#### 40.5 Indemnification

The Union and employees agree to indemnify and hold harmless the Employer and its third party supplier from all claims, demands, suits or other forms of liability that arise against the Employer or third party supplier for or on account of compliance with this Article and any issues related to the deduction of dues or fees and any issues related to Employee Status Reports. Indemnification does not include the Employer's or third party supplier's legal costs for representation provided by the Office of the Attorney General.

### **ARTICLE 41 - CLASSIFICATION**

#### 41.1 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 the effect(s) of a change to an existing class or newly proposed classification.
- B. The Employer will allocate or reallocate positions, including newly created positions, to the appropriate classification within the classification plan. The Employer will notify the Union when a position is being reallocated to a job classification that is excluded from a bargaining unit covered by this Agreement.

#### 41.2 Position Review

The Employer may initiate a position review for a position it believes is improperly classified, and will inform the Union in writing when it has initiated a reallocation process for a bargaining unit position.

An individual employee who believes that their position is improperly classified may request a review according to the following procedure:

- A. The employee will complete and sign the appropriate form.
- B. The employee will then send the completed form to the Human Resources Office. The Human Resources Office will date stamp and notify the employee when the position review request form was received in their office. The Human Resources Office will review the completed form and make a decision regarding appropriate classification within sixty (60) calendar days of receipt of the request.
- C. In the event the employee disagrees with the reallocation decision of the Employer, they may request a review of the decision by the OFM/State Human Resources (OFM/SHR) in writing with a copy to the Human Resources Office, within thirty (30) calendar days of being provided the results of a position review or the notice of reallocation. The Director of the SHR or designee will then make a written determination which will be provided to the employee.
- D. In accordance with the provisions of WAC 357-52, the employee or the Employer may appeal the determination of the OFM/SHR to the Washington Personnel Resources Board (WPRB) within thirty (30) calendar days of being provided the written decision of the OFM/SHR or designee. The WPRB will render a decision which will be final and binding.
- E. The effective date of a reallocation resulting from an employee request for a position review is the date the request was filed with the Human Resources Office.

#### 41.3 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 their 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 they possess the required skills and abilities. The Employer may choose to promote the employee without competition as long as 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 36, Layoff and Recall, of this Agreement will apply. If the employee

is appointed to the position, they must serve a trial service period.

- B. Reallocation to a Class with an Equal Salary Range Maximum
  - 1. If the employee has the skills and abilities required of the position, the employee will remain in the position and retain their existing appointment status.
  - 2. If the employee does not meet the skills and abilities required of the position, the layoff procedure specified in Article 36, Layoff and Recall, of this Agreement will apply.
- C. Reallocation to a Class with a Lower Salary Range Maximum
  - 1. If the employee has the skills and abilities required of the position and chooses to remain in the reallocated position, the employee will retain their existing appointment status and has the right to be placed on the Employer's internal layoff list for the classification the employee held permanent status in prior to the reallocation.
  - 2. If the employee chooses to vacate the position or does not have the skills and abilities required of the position, the layoff procedure specified in Article 36, Layoff and Recall, of this Agreement applies.

#### 41.4 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

Upon appointment to the higher class, the employee's base salary will be increased as follows:  
Employees promoted to a position in a higher class will be advanced to a step of the range for the new class which is nearest to five percent (5%) higher than the amount of the pre-promotional step, or to the entry step of the new range, whichever is higher.
- B. Reallocation to a Class with an Equal Salary Range Maximum

The employee retains their previous base salary, or 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 their 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 they were receiving prior to the reallocation downward, until such time as the employee vacates the position or their salary falls within the new salary range.

41.5 Decisions regarding appropriate classification will not be subject to the grievance and arbitration procedure specified in this Agreement.

## **ARTICLE 42 - COMPENSATION**

### 42.1 General Service Pay Range Assignments

- A. Effective July 1, 2023, each classification represented by the Union will continue to be assigned to the same salary range of the "State General Service Salary Schedule Effective July 1, 2022 through June 30, 2021" that it was assigned on June 30, 2023, except as otherwise specifically provided for in this Article. Effective July 1, 2023, each employee will continue to be assigned to the same range and step of the State General Service Salary Schedule that they were assigned on June 30, 2023, except as otherwise specifically provided for in this Article.
- B. Effective July 1, 2023, all salary ranges and steps of the State General Service Salary Schedule Effective July 1, 2023 through June 30, 2024 will be increased by four percent (4%), as shown in Appendix F. This salary schedule increase is based on the General Service Salary Schedule in effect on June 30, 2023.
- C. Effective July 1, 2024, all salary ranges and steps of the General Service Salary Schedule Effective July 1, 2024 through June 30, 2025 will be increased by three percent (3%), as shown in Appendix F. This salary schedule increase is based on the General Service Salary Schedule in

effect on June 30, 2024.

D. Minimum Wages Determined by Local Ordinances

Any employee who has a permanent assigned duty station within a local jurisdiction which has passed an ordinance establishing a minimum wage higher than the minimum wage established in this Collective Bargaining Agreement, will be paid no less than the minimum wage directed by the local ordinance. The Employer will first consider the hourly wage of the employee's base salary plus any applicable King County Premium Pay under Section 42.16.. If, after this consideration, the employee's salary is still below the local ordinance minimum wage, the Employer will place the employee on a step in the assigned salary range that is equal to or higher than the minimum wage requirement of the local ordinance.

E. State Minimum Wage

The Employer will implement any State of Washington minimum wage increase enacted during the term of this Agreement as mandated by the State.

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

42.2 "IT" Professional Structure Pay Range Assignments

A. Effective July 1, 2023, Appendix K identifies the salary range and classification assignment for the IT Professional Structure (ITPS) Range Salary Schedule.

B. Effective July 1, 2021, all salary ranges and steps of the "ITPS" Range Salary Schedule will be increased by four percent (4%) remain in effect until June 30, 2025 as shown in Appendix K. This salary schedule increase is based on the ITPS Range Salary Schedule in effect on June 30, 2023.

C. Effective July 1, 2024, all salary ranges and steps of the "ITPS" Range Salary Schedule will be increased by three percent (3%, as shown in Appendix L.

D. Employees who are paid above the maximum for their range on the effective date of the increases described in Subsection B and C above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

42.3 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%) higher than the amount of the pre-promotional step. The Employer may grant a higher salary increase as provided in Subsection 42.7 C.

Time spent performing the duties of a higher classification in accordance with this Section will not be eligible to be counted as time for reallocations in Section 41.3.

42.4 Establishing Salaries for New Employees and New Classifications

The Employer will assign newly hired employees to the appropriate range and step of the appropriate State Salary Schedules as described in Appendices E, F, H, and I.

42.5 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 an additional two (2) step increase annually thereafter, 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 their base salary following completion of twelve (12) months of service, and an additional two (2) step increase annually thereafter, until they reach the top of the pay range.

C. 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 42.5 A and B.

- D. The effective date of the periodic increase will be the first day of the month it is due.
- E. Employees hired before July 1, 2021 will retain their periodic increment date as of June 30, 2021.
- F. All employees will progress to Step M six (6) years after being assigned to Step L in their permanent salary range. The Employer may increase an employee's step to step M to address issues related to recruitment, retention or other business needs.

#### 42.6 Salary Assignment Upon Promotion

- A. Employees promoted to a position in a class which salary range maximum is less than fifteen percent (15%) higher than the salary range maximum of the former class will be advanced to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre-promotional step.
- B. Employees promoted to a position in a class which salary range maximum is fifteen percent (15%) or more higher than the salary range maximum of the former class will be advanced to a step of the range for the new class that is nearest to ten percent (10%) 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 Subsection 42.5 A and B, when there are recruitment, retention, or other business needs, as well as when the 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.

#### 42.7 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 Step M of the range.

#### 42.8 Demotion

An employee who voluntarily demotes to a position in a different job class with a lower salary range 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 maximum, the employee's base salary will be set equal to the new range maximum.

#### 42.9 Transfer

A transfer is defined as an employee-initiated move from one (1) position to another position within the college or district, in the same job class (regardless of assigned range) or to a different job class with the same salary range. Transferred employees will retain their previous base salary. If the previous base salary exceeds the new range maximum, the employee's base salary will be set equal to the new range maximum.

#### 42.10 Reassignment

Reassignment is defined as an Employer-initiated move of an employee within the college or district from one (1) 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.

#### 42.11 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.

#### 42.12 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 42.5.

#### 42.13 Part-Time Employment

Monthly compensation for part-time employment will be pro-rated 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.

#### 42.14 Callback

- A. When an overtime-eligible employee has left the institution grounds and is called to return to the work station outside of regularly scheduled hours to handle emergency situations that could not be anticipated, they 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 their new scheduled work shift.

#### 42.15 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 pm and 7:00 am will be two dollars and fifty cents (\$2.50) per hour or four hundred and thirty five dollars (\$435.00) per month.
- B. Shift premium will be paid for the entire daily or weekly shift, which qualifies under Subsection A. Shift premium may also be computed and paid at the 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 paid leave.
- 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.

#### 42.16 King County Premium Pay

Employees assigned to a permanent duty station in King County will receive five percent (5%) premium pay calculated from their base salary. When an employee is no longer permanently assigned to a King County duty station, they will not be eligible for this premium pay.

#### 42.17 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 worksite 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%) of their hourly base salary for time spent in standby status.

#### 42.18 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 state within one (1) year of the date of employment, the state 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.

#### 42.19 Salary Overpayment Recovery

- A. When the Employer has determined that an employee has been overpaid wages, the Employer will provide written notice 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%) of the employee's disposable earnings in a pay period. However, the Employer and the employee can agree to an amount that is more than the five percent (5%).

If the employee fails to choose one (1) of the three (3) options described within the timeframe specified in the institution's written notice of overpayment, the institution will deduct the overpayment owed from the employee's wages over a period 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.

The Employer agrees not to add interest to the overpayment amount.

- C. Appeal Rights

Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 30 of this Agreement. No deduction shall be made from the employee's wages for the duration of the grievance procedure, with the exception of those employees who separate from the Employer during the pendency of the grievance process.

#### 42.20 Special Pay Salary Ranges

The OFM/State Human Resources designee may adopt special pay salary ranges or percentages for positions based upon pay practices found in private industry or other governmental units. Special Pay is intended to be used as long as the skills, duties or circumstances it is based on are in effect. Current special pay practices at each institution will continue.

#### 42.21 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 (1) language, and/or sign language (AMESLAN), and/or Braille, the Employer will authorize premium pay of two (2) ranges above the level normally assigned for that position, except for those instances where the position is allocated to a class that specifies these skills. For positions in IT classifications, the Employer will authorize premium pay of five percent (5%) above the level normally assigned for that position, except for those instances where the position is allocated to a class that specifies these skills.



#### 42.22 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 pre- tax basis as permitted by federal tax law or regulation.

#### 42.23 Pre-Tax Health Care Premiums

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

#### 42.24 Medical/Dental Expense Account

The Employer agrees to continue 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 pre-tax basis as permitted by federal tax law or regulation.

#### 42.25 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. Program incentives or offering of such incentives are not subject to the grievance procedure.

#### 42.26 One-Time Lump Sum Payment for Proof of Up-to-Date COVID-19 Booster(s)

- A. Effective July 1, 2023, bargaining unit employees will be eligible to receive a one- time lump sum payment if they meet the following conditions:

Employees who choose to be boosted, at a location of their choosing, and voluntarily provide their employer with proof of up-to-date COVID-19 vaccination, to include any boosters recommended by the U.S. Centers for Disease Control (CDC) at the time proof is provided to the employer, between January 1, 2023, and December 31, 2023, shall receive a one thousand dollar (\$1000.00) one-time lump sum payment to be paid no earlier than July 25, 2023.
- B. The lump sum payment will be reflected in the employee's paycheck subject to all required state and federal withholdings and be provided as soon as practicable based upon their agency's Human Resources and/or payroll processes.
  - 1. Bargaining unit employees will only receive one lump sum payment regardless, if they occupy more than one position within State government. Eligibility for the lump sum payment will be:
    - a. Based upon the position in which work was performed on the date the up-to-date status is verified; or
    - b. If no work was performed on the date the up-to-date status is verified, then based on the position from which the employee receives the majority of compensation.
  - 2. Employees will receive the lump sum payment only once during their employment with the State or Higher Education, regardless of whether they hold multiple positions or are employed by multiple agencies between January 1, 2023 and December 31, 2023.
  - 3. Employees who are no longer employed on July 1, 2023 are not entitled to receive the lump sum.

#### 42.27 Specific Classification Range Increases-Recruitment, Retention, Compression or Class Plan Maintenance

Effective July 1, 2023, targeted job classifications were assigned to a higher salary range due to documented recruitment or retention difficulties, compression or inversion, or class plan maintenance. The associated increases shall be step for step. Appendix M identifies the impacted job classification, the salary range increase and effective date of the increase.

### **ARTICLE 43 - HEALTHCARE BENEFITS**

\*This MOU is included as an attachment in this article.

- 43.1 A. For the 2023-2025 biennium, the Employer Medical Contribution (EMC) will be an amount equal to eighty-five percent (85%) of the monthly premium for the self-insured Uniform Medical Plan (UMP) for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board (PEBB). In no instance will the employee contribution be less than two percent (2%) of the EMC per month.
- 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 PEBB Board.
- C. Subsection 43.1 B will expire June 30, 2025.
- 43.2 A. The Employer will pay the entire premium costs for each bargaining unit employee for dental, basic life, and any offered 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 PEBB Board authorizes stand-alone vision insurance coverage, then the Employer will pay the entire premium costs for each bargaining unit employee.
- 43.3 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) 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.
- 43.4 The PEBB Program shall provide information on the Employer Sponsored Insurance Premium Payment Program on its website and in an open enrollment publication annually.
- 43.5 Medical Flexible Spending Arrangement
- A. During January 2022 and again in January 2023, the Employer will make available two hundred fifty dollars (\$250.00) 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 43.5 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 sixty-thousand dollars (\$60,000), 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 (2,088).
  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 an 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.

#### **ARTICLE 44 - VOLUNTARY EMPLOYEES BENEFICIARY ASSOCIATION (VEBA)**

44.1 The Employer will provide to eligible employees covered by this Agreement a medical expense plan that provides for reimbursement of medical expenses. Instead of cash out of sick leave at retirement, the Employer may deposit equivalent funds in a medical expense plan for eligible employees, as authorized by RCW 41.04.340. The medical expense plan must meet the requirements of the Internal Revenue Code.

44.2 As a condition of participation, the medical expense plan provided will require that each covered eligible employee sign an agreement with the Employer. The agreement will include the following provisions.

- A. A provision to hold the Employer harmless should the United States government find that the Employer or the employee is indebted to the United States as a result of:
1. The employee not paying income taxes due on the equivalent funds placed into the plan; or
  2. The Employer not withholding or deducting a tax, assessment, or other payment on funds placed into the plan as required by federal law.
- B. A provision to require each covered eligible employee to forfeit remuneration for accrued sick leave at retirement if the employee is covered by a medical expense plan and the employee refuses to sign the required agreement.

#### **ARTICLE 45 - STRIKES**

Nothing in this Agreement permits or grants to any employees the right to strike or refuse to perform their official duties.

#### **ARTICLE 46 - ENTIRE AGREEMENT**

46.1 This Agreement constitutes the entire agreement and any past practice or agreement between the parties, whether written or oral, entered into prior to July 1, 2005, is null and void, unless specifically preserved in this Agreement.

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

46.3 This Agreement supersedes specific provisions of institution policies with which it conflicts.

46.4 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 under the law.

#### **ARTICLE 47 - SAVINGS**

If any court or administrative agency of competent jurisdiction finds any article, section or portion of this Agreement to be unlawful or invalid, the remainder of the Agreement will remain in full force and effect. If such a

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finding is made, the parties agree to make themselves available to negotiate a substitute for the invalid article, section or subsection.

## **ARTICLE 48 - DISTRIBUTION OF AGREEMENT**

The Employer will make this Agreement available on the appropriate Employer websites and provide a copy to the Union in a mutually agreeable accessible electronic format. The Union will be responsible for the printing and distribution of the Agreement for their membership. The Employer will be responsible for ensuring managers and supervisors have access to the Agreement.

## **ARTICLE 49 - DURATION**

49.1 All provisions of this Agreement will become effective July 1, 2023, and will remain in full force and effect through June 30, 2025.

49.2 Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 2024 and no later than February 28, 2024. Negotiations will begin at a time agreed upon by the parties.

## **ARTICLE 50 - MANDATORY SUBJECTS**

50.1 The Employer will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject not covered under the Agreement. The Employer will notify the Union in writing at [mandatorysubjects@wpea.org](mailto:mandatorysubjects@wpea.org) of these changes and the Union may request discussions about and/or negotiations on these changes. The Union will notify the OFM State Human Resources Labor Relations and Compensation Policy Section (LRS) at [labor.relations@ofm.wa.gov](mailto:labor.relations@ofm.wa.gov), with a copy to the Employer, of any demands to bargain. In the event the Union does not request discussions and/or negotiations from the OFM/LRS Office within twenty-one (21) calendar days, the Employer may implement the changes without further discussions and/or negotiations unless both parties agree in writing to extend the time. The timeframe for filing a demand to bargain will begin after the Employer has provided written notice to the Union. There may be 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.

### **50.2 Negotiations**

- A. The parties will agree to the location and time for the discussions and/or negotiations. The Employer and the Union recognize the importance of scheduling these discussions and/or negotiations in an expeditious manner and will schedule negotiations as soon as possible.
- B. 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, including shop stewards and other bargaining unit employees, at least four (4) 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.

### **50.3 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 college/district. 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 college/district.
- 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 college/district for business purposes.
- D. Employee representatives referenced in this Section include shop stewards and other bargaining unit employees.

**APPENDIX A**  
**BARGAINING UNITS REPRESENTED BY THE WASHINGTON PUBLIC**  
**EMPLOYEES ASSOCIATION - HIGHER EDUCATION AS OF NOVEMBER 12, 2019**

Bellevue College	Non-Supervisory Classified, excluding custodians, grounds, maintenance, mail carriers and mail service leads	9609
	Supervisory Classified Public Safety Sergeants	12486
Big Bend Community College	Non-Supervisory Classified IT	12531
	Non-Supervisory Classified employees of the Custodial Services, Building and Grounds Departments	13096
Cascadia College	Non-Supervisory Classified	8166
Clark College	All Non-Supervisory Classified	9194
	Supervisory Classified	8388
Columbia Basin College	Non-Supervisory Classified	8985
Edmonds College	Non-Supervisory Classified	8535
	Supervisory Classified	8535
Grays Harbor College	Non-Supervisory Classified	8255
	Supervisory Classified	12831
Olympic College	Non-Supervisory Classified	9156-A
	Supervisory Classified	8960-D
Pierce College	Non-Supervisory Classified	8380
	Supervisory Classified	8380
Skagit Valley College	Non-Supervisory Classified	RU-554
	Supervisory Classified	RU-554
	Non-Supervisory Head Start/ECEAP	8001
	Supervisory Head Start/ECEAP	8677
Tacoma Community College	Non-Supervisory Custodial/Maintenance/Grounds	RBUM-143

Walla Walla Community College	Non-Supervisory Classified	8381
	Supervisory Classified	8381
Wenatchee Valley College	Non-Supervisory Classified	RU-524
	Supervisory Classified	9803



**APPENDIX B**  
**BARGAINING UNITS WITH APPENDIX D TEMPORARY HOURLY**  
**APPOINTMENT REPRESENTED INDIVIDUALS AS OF**  
**NOVEMBER 12, 2019**

Bellevue College	Non-Supervisory Classified, excluding custodians, grounds, maintenance, mail carriers and mail service leads	9609
Big Bend Community College	Non-Supervisory Classified IT	12531
	Non-Supervisory Classified employees of the Custodial Services, Building and Grounds Departments	13096

## APPENDIX C

### WPEA HIGHER ED-LAYOFF UNITS

<u>College</u>	<u>Layoff Units</u>
Bellevue College	<ol style="list-style-type: none"> <li>1. Project Employment</li> <li>2. All Other Classified Employees</li> </ol>
Big Bend Community College	<ol style="list-style-type: none"> <li>1. Project Employment</li> <li>2. All Other Classified Employees</li> </ol>
Cascadia College	<ol style="list-style-type: none"> <li>1. Project Employment</li> <li>2. All Other Classified Employees</li> </ol>
Clark College	<ol style="list-style-type: none"> <li>1. Classified Employees in the Northwest Athletic Association of Community Colleges</li> <li>2. Project Employment</li> <li>3. All Other Classified Employees</li> </ol>
Columbia Basin College	<ol style="list-style-type: none"> <li>1. Project Employment</li> <li>2. All Non-Supervisory Classified Staff</li> </ol>
Edmonds Community College	<ol style="list-style-type: none"> <li>1. Head Start Employees</li> <li>2. Project Employment</li> <li>3. All Other Classified Employees, including Corrections Employees</li> </ol>
Grays Harbor College	<ol style="list-style-type: none"> <li>1. Project Employment</li> <li>2. Satellite Campuses</li> <li>3. All Other Classified Employees</li> <li>4. The Center for Learning Connections</li> </ol>
Olympic College	<ol style="list-style-type: none"> <li>1. Project Employment</li> <li>2. All Other Classified Employees</li> </ol>
Pierce College	<ol style="list-style-type: none"> <li>1. Pierce County Careers Connection</li> <li>2. Invista Performance Solutions</li> <li>3. Project Employment</li> <li>4. All Other Classified Employees</li> </ol>
Skagit Valley College	<ol style="list-style-type: none"> <li>1. Project Employment</li> <li>2. Head Start/ECEAP</li> <li>3. All Other Classified Employees</li> </ol>

Tacoma Community College	<ol style="list-style-type: none"> <li>1. Gig Harbor Campus Employees</li> <li>2. Project Employment</li> <li>3. All Other Classified Positions</li> </ol>
Walla Walla Community College	<ol style="list-style-type: none"> <li>1. Project Employment</li> <li>2. Education Program Employees at the Washington State Penitentiary in Walla Walla</li> <li>3. Clarkston Center Employees</li> <li>4. Coyote Ridge Corrections Center Employees</li> <li>5. All Other Classified Employees</li> </ol>
Wenatchee Valley College	<ol style="list-style-type: none"> <li>1. Project Employment</li> <li>2. All Other Classified Employees</li> </ol>

## **APPENDIX D**

### **TEMPORARY HOURLY APPOINTMENTS**

#### **D.1 Application of Appendix**

This Appendix applies only to members of the bargaining units identified in Appendix B represented by the Union.

#### **D.2 Temporary Hourly Appointments**

The Employer may make temporary appointments (also referred to temporary hourly appointments per [RCW 41.06.070 \(1\) \(I\)](#)).

A. The provisions of WAC 357-04-045 requires:

- (1) The employee is employed twelve (12) consecutive months or less;
- (2) The employee is employed for one thousand fifty hours (1050) or less in the same twelve (12) consecutive month period which begins from the original date of hire or July 1, 2022, whichever is later; and
- (3) The employee is limited to one appointment only with the same higher education employer that meets the criteria in (a) and (b) of this subsection.

B. Represented Individuals

Excluding students, individuals in temporary hourly appointments who have worked more than three hundred and fifty hours (350) from the original date of hire are members of the bargaining units identified in Appendix B represented by the Union, and are governed by the specific terms of this Article. Unless identified in Section D.10, no other Articles in this Agreement apply to represented individuals. Once the employee works at least three hundred fifty (350) hours, the employee remains a represented individual until the end of the twelve (12)- month period or 1050 hours, whichever comes first.

#### **D.3 Appointment Notice**

Prior to the start of a temporary hourly appointment, the temporary hourly appointee must be notified in writing of the conditions of the appointment. The written notification must contain the following information regarding the appointment:

1. The reason for the temporary hourly appointment;
2. The hours of work and the hourly rate of pay;
3. The anticipated duration of the appointment;
4. A statement regarding the receipt or non-receipt of benefits;

5. The employee's original date of hire in a temporary hourly appointment;
6. A description of when they may become a represented individual, included in the bargaining unit and covered by this Agreement;
7. A statement of the Union's exclusive recognition and union security provision; and
8. The right to request remedial action as provided in Section D.8.

Once an individual has completed their limited temporary hourly appointment pursuant to WAC 357-04-046 higher education employers may convert employees who have exhausted their temporary hourly appointment by appointing them as a non-permanent appointment.

#### **D.4 Compensation**

##### **A. Salary Assignments**

The Employer will continue current practices regarding salary assignments for represented individuals.

##### **B. Temporary hourly appointments will be paid at least the Washington State minimum wage.**

##### **C. Minimum Wages Determined by Local Ordinances**

Any employee who has a primary assigned duty station within a local jurisdiction which has passed an ordinance establishing a minimum wage higher than the minimum wage established in this Collective Bargaining Agreement, will be paid no less than the minimum wage directed by the local ordinance. The Employer will first consider the hourly wage of the employee's base salary plus any applicable King County Premium Pay under the below Subsection D.4 D. If, after this consideration, the employee's salary is still below the local ordinance minimum wage, the Employer will place the employee at the minimum wage requirement of the local ordinance.

##### **D. King County Premium Pay**

Employees assigned to a primary duty station in King County will receive five percent (5%) premium pay calculated from their base salary. When an employee no longer has their primary duty station in King County, they will not be eligible for this premium pay.

#### **D.5 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 by overtime-eligible represented individuals constitutes overtime. Overtime hours for overtime-eligible represented individuals will be compensated at a rate of one and one-half (1½) times the represented individual's regular rate of pay.

**D.6 Release Time for Interviews**

Release time may be granted to represented individuals for the purposes of interviewing for positions within the employee's college.

**D.7 Suspended Operations**

If the Employer determines that public health, property or safety is jeopardized and it is advisable due to emergency conditions to suspend the operation of all or any portion of the institution, the following will govern represented individuals:

- A. When prior notice has not been given, represented individuals released until further notice after reporting to work will be compensated for hours worked on the first day of suspended operations.
- B. Represented individuals who are not required to work during suspended operations may request and will be granted a schedule change during their workweek, unless the Employer deems that the work that would have been performed cannot be performed due to business or customer service needs.
- C. Represented individuals who are required to work during suspended operations will receive their regular hourly rate for work performed during the period of suspended operation. Overtime worked during the suspended operations will be compensated in accordance with Section D.5.

**D.8 Remedial Action**

- A. If a represented individual has worked more than one thousand, fifty (1,050) hours in the twelve (12) month period defined above, they may request remedial action from the OFM/State Human Resources or the designee 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.

**D.9 Reasonable Accommodations**

Sections 34.1, 34.4 and 34.5 of [Article 34](#), Reasonable Accommodations and Disability Separation, apply to represented individuals.

**D.10 Other Provisions**

The following articles in this Agreement apply to represented individuals:

- A. [Article 1](#), Union Recognition;
- B. [Article 2](#), Non-Discrimination;
- C. [Article 9](#), Training and Employee Development;
- D. [Article 10](#), Licensing and Certification;
- E. [Article 20](#), Commute Trip Reduction and Parking;



- F. [Article 21](#), Safety and Health;
- G. [Article 23](#), Uniforms, Tools and Equipment;
- H. [Article 24](#), Drug and Alcohol Free Workplace;
- I. [Article 25](#), Electronic Monitoring of Employee Activity;
- J. [Article 26](#), Relocation/Use of Vehicles/Travel;
- K. [Article 27](#), Use of Electronic Devices and Equipment;
- L. [Article 30](#), Grievance Procedure, only for the provisions of this Agreement that are applicable to represented employees;
- M. [Article 31](#), General Conditions and Benefits;
- N. [Article 32](#), Legal Liability;
- O. [Article 33](#), Personnel Files;
- P. [Article 37](#), Management Rights;
- Q. [Article 38](#), Labor/Management Communication Committee;
- R. [Article 39](#), Union Activities;
- S. [Article 45](#), Strikes;
- T. [Article 46](#), Entire Agreement;
- U. [Article 47](#), Savings;
- V. [Article 48](#), Distribution of Agreement; and
- W. [Article 49](#), Duration.

#### **D.11 Sick Leave**

For temporary hourly employees in overtime-eligible positions, the Employer will follow the applicable paid sick leave provisions in the Minimum Wage Requirements and Labor Standards, [RCW 49.46.200](#) et seq. and [WAC 296.128.600](#) et seq.

**APPENDIX E**  
General Service Salary Schedule

**\*Placeholder**

## **APPENDIX F**

### General Service Salary Schedule

**\*Placeholder**

**APPENDIX G**  
**"SP" Range Salary Schedule**

**\*Placeholder**

**APPENDIX H**  
“SP” Range Salary Schedule

**\*Placeholder**

**APPENDIX I**  
**INFORMATION TECHNOLOGY PROFESSIONAL STRUCTURE (ITPS)**  
**CLASSIFICATIONS AND SALARY RANGES**

<b>Code</b>	<b>IT Professional Job Family Classifications</b>	<b>New Salary Range Effective July 1, 2019</b>
482AD	IT Application Development - Entry	Range 4
483AD	IT Application Development - Journey	Range 5
484AD	IT Application Development - Senior/Specialist	Range 8
485AD	IT Application Development - Expert	Range 10
486AD	IT Application Development - Manager	Range 10
487AD	IT Application Development - Senior Manager	Range 11
482CS	IT Customer Support - Entry	Range 1
483CS	IT Customer Support - Journey	Range 3
484CS	IT Customer Support - Senior/Specialist	Range 5
486CS	IT Customer Support - Manager	Range 8
482DM	IT Data Management - Entry	Range 2
483DM	IT Data Management - Journey	Range 6
484DM	IT Data Management - Senior/Specialist	Range 7
485DM	IT Data Management - Expert	Range 9
486DM	IT Data Management - Manager	Range 10
487DM	IT Data Management - Senior Manager	Range 11
483A	IT Architecture - Journey	Range 4
484A	IT Architecture - Senior/Specialist	Range 9
485A	IT Architecture - Expert	Range 11
486A	IT Architecture - Manager	Range 10
487A	IT Architecture - Senior Manager	Range 11
482BA	IT Business Analyst - Entry	Range 3
483BA	IT Business Analyst - Journey	Range 5
484BA	IT Business Analyst - Senior/Specialist	Range 7
485BA	IT Business Analyst - Expert	Range 9
486BA	IT Business Analyst - Manager	Range 9
487BA	IT Business Analyst - Senior Manager	Range 10
482PP	IT Policy and Planning – Entry	Range 2
483PP	IT Policy and Planning - Journey	Range 3
484PP	IT Policy and Planning - Senior/Specialist	Range 8
485PP	IT Policy and Planning - Expert	Range 9
486PP	IT Policy and Planning - Manager	Range 10
487PP	IT Policy and Planning - Senior Manager	Range 11
482PM	IT Project Management - Entry	Range 5
483PM	IT Project Management - Journey	Range 6
484PM	IT Project Management - Senior/Specialist	Range 8
485PM	IT Project Management - Expert	Range 10



<b>Code</b>	<b>IT Professional Job Family Classifications</b>	<b>New Salary Range Effective July 1, 2019</b>
486PM	IT Project Management - Manager	Range 10
487PM	IT Project Management - Senior Manager	Range 11
483S	IT Security - Journey	Range 5
484S	IT Security - Senior/Specialist	Range 8
485S	IT Security - Expert	Range 11
486S	IT Security - Manager	Range 10
487S	IT Security - Senior Manager	Range 11
482VM	IT Vendor Management - Entry	Range 1
483VM	IT Vendor Management - Journey	Range 4
484VM	IT Vendor Management - Senior/Specialist	Range 7
485VM	IT Vendor Management - Expert	Range 8
486VM	IT Vendor Management - Manager	Range 10
487VM	IT Vendor Management - Senior Manager	Range 11
482NT	IT Network and Telecommunications - Entry	Range 3
483NT	IT Network and Telecommunications - Journey	Range 5
484NT	IT Network and Telecommunications - Senior/Specialist	Range 7
485NT	IT Network and Telecommunications - Expert	Range 9
486NT	IT Network and Telecommunications - Manager	Range 9
487NT	Network and Telecommunications - Senior Manager	Range 11
482QA	IT Quality Assurance - Entry	Range 3
483QA	IT Quality Assurance - Journey	Range 5
484QA	IT Quality Assurance - Senior/Specialist	Range 7
485QA	IT Quality Assurance - Expert	Range 8
486QA	IT Quality Assurance - Manager	Range 9
487QA	IT Quality Assurance- Senior Manager	Range 10
482SA	IT System Administration - Entry	Range 3
483SA	IT System Administration - Journey	Range 6
484SA	IT System Administration - Senior/Specialist	Range 7
485SA	IT System Administration - Expert	Range9
486SA	IT System Administration - Manager	Range8
487SA	IT System Administration - Senior Manager	Range 9

**APPENDIX J**  
**IT PROFESSIONAL STRUCTURE RESULTING CLASSIFICATIONS AND RANGES**  
**(EXCLUDES IT PROFESSIONALS)**

<b>Job Class Code</b>	<b>Classification Title</b>	<b>Range</b>
125A	Data Consultant 1	43
125B	Data Consultant 2	46
125C	Data Consultant 3	52
125D	Data Consultant 4	58
481C	IT Support Technician 1	42
481D	IT Support Technician 2	46
125G	Technical Training Consultant	58

**APPENDIX K**  
IT Professional Structure (ITPS) Range Salary Schedule

**\*Placeholder**

## **APPENDIX L**

### **IT Professional Structure (ITPS) Range Salary Schedule**

**\*Placeholder**

**APPENDIX M**  
**SPECIFIC CLASSIFICATION RANGE INCREASES BASED ON**  
**RECRUITMENT, RETENTION, COMPRESSION, INVERSION, OR**  
**CLASS PLAN MAINTENANCE**  
**(EXCLUDES IT STRUCTURE IMPACTED CLASSES)**

<b>Job Class</b>	<b>Classification</b>	<b>New Range Or Range Increases Effective 7/1/2023*</b>
119E	Human Resource Consultant 1	Range 47
119F	Human Resource Consultant 2	Range 53
119G	Human Resource Consultant 3	Range 59
119H	Human Resource Consultant 4	Range 63
678I	Custodian 1	Range 32
678J	Custodian 2	Range 34
678K	Custodian 3	Range 37
678L	Custodian 4	Range 40
678M	Custodian 5	Range 43
451F	Communications Officer 1	Range 49SP
591J	Grounds and Nursery Services Specialist 2	Range 34
591K	Grounds and Nursery Services Specialist 3	Range 36

IT Professional Structure (ITPS) Range Salary Schedule  
Effective July 1, 2022 through June 30, 2023

591L	Grounds and Nursery Services Specialist 4	Range 38
114E	Procurement & Supply Specialist 1	Range 41
115F	Procurement & Supply Support Specialist 2	Range 34
257G	Deaf Interpreter 3	Range 47
262J	Library & Archives Paraprofessional 2	Range 37
674G	Cook 1	Range 35
674H	Cook 2	Range 38
674I	Cook 3	Range 40
675F	Food Service Worker	Range 34
675G	Food Service Worker Lead	Range 37
675H	Food Service Supervisor 1	Range 41
675I	Food Service Supervisor 2	Range 43
677E	Food Service Manager 1	Range 45
678	Maintenance Custodian	Range 36
701G	Recreation & Athletics Specialist 3	Range 48
125C	Data Consultant 3	Range 56
107M	Program Assistant	Range 37
107N	Program Coordinator	Range 40

\* The associated increases shall be step for step.



**C**  
**A. MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE STATE OF WASHINGTON**  
**AND**  
**WASHINGTON PUBLIC EMPLOYEES ASSOCIATION HIGHER EDUCATION**  
**Data Sharing Agreement**

This Memorandum of Understanding (MOU) by and between Washington State (Employer), the Washington State Office of Financial Management, State Human Resources, Labor Relations Section, and the Washington Public Employees Association Higher Education (Union) is entered into for the purposes of obtaining a Data Sharing Agreement (DSA) with the Washington Public Employees Association Higher Education which ensures that OFM confidential information is provided, protected, and used only for purposes authorized by the data sharing agreement.

DSAs are part of a suite of tools designated to safeguard and protect employee information. DSAs are a best practice when an agency shares category 3 or higher data. Additionally, the Office of the Chief Information Officer outlines in policy #[141.10](#) that when an agency shared category 3 or higher data outside of their agency, an agreement must be in place unless otherwise prescribed by law.

Data shared under the DSA will be in response to information requests, status reports, and voluntary deductions reporting as set forth in the collective bargaining agreement and covers both Category 3 and 4 data, including Personal Information and Confidential Information that OFM may provide.

**Category 3 – Confidential Information**

Confidential information is information that is specifically protected from either release or disclosure by law. This includes, but is not limited to:

- a. Personal information as defined in RCW 42.56.590 and RCW 19.255.10.
- b. Information about public employees as defined in RCW 42.56.250.
- c. Lists of individuals for commercial purposes as defined in RCW 42.56.070 (9).
- d. Information about the infrastructure and security of computer and telecommunication networks as defined in RCW 42.56.420.

**Category 4 – Confidential Information Requiring Special Handling** Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which:

- a. Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements.
- b. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

**In recognition of the above, the parties agree to the following:**

The Employer and the Washington Public Employees Association Higher Education strive to ensure that any sharing of personal or confidential information is supported by a written DSA, which will address the following:

- (1) The data that will be shared.
- (2) The specific authority for sharing the data.
- (3) The classification of the data shared.
- (4) Access methods for the shared data.
- (5) Authorized users and operations permitted.
- (6) Protection of the data in transport and at rest.
- (7) Storage and disposal of data no longer required.
- (8) Backup requirements for the data if applicable.
- (9) Other applicable data handling requirements.

**The provisions contained in this MOU become effective on July 1, 2023. This MOU shall expire June 30, 2025.**

For the Employer:

For the Union:

/s/

/s/

Gina L. Comeau, OFM  
OFM/SHR Labor Negotiator

Amanda Hacker  
Contract Administration  
Director

**B. MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON,  
HIGHER EDUCATION COMMUNITY COLLEGE COALITION  
AND  
WASHINGTON PUBLIC EMPLOYEES ASSOCIATION**

**Implementing Recognition and Retention Lump Sum Payment**

This Memorandum of Understanding (MOU) by and between Washington State (Employer), the Higher Education Community College Coalition, the Washington State Office of Financial Management, State Human Resources, Labor Relations Section, and the Washington Public Employees Association (WPEA) is entered into for the purposes of implementing a recognition lump sum payment.

- A. In recognition of the service state employees have provided the citizens of Washington throughout the COVID-19 pandemic and the need to retain critical state employees in all higher education institutions; a one-time bonus will be provided. Effective July 1, 2023, bargaining unit employees will be eligible to receive a one-time lump sum payment of one thousand dollars (\$1,000.00) if they meet the following conditions:
  - 1. Was hired on or before July 1, 2022 and still employed on July 1, 2023 and did not experience a break in service. Employees who meet the definition of career seasonal are not considered to have a break in service.
- B. The lump sum bonus will be reflected within the employee's paycheck subject to all required state and federal withholdings and will be paid no earlier than July 25, 2023. The one-time bonus will not be subject to union dues or other union fees.
- C. Bargaining unit employees will only receive one lump sum payment regardless, of whether they occupy more than one position within State government or higher education.
  - a. Employees that hold more than one position within State government or higher education; the position for which they work the majority of their hours will be responsible for processing the lump sum payment.
  - b. Payment eligibility is based on employee's position on July 1, 2023.
- D. The amount of the lump sum payment for part-time and on call employees will be proportionate to the number of hours the part-time employee was in pay status during fiscal year 2023 in proportion to that required for full-time employment.

- a. For employees who hold more than one part-time and/or on call position, the number of hours will be cumulative from all positions. The lump sum payment will not exceed one thousand dollars (\$1,000.00).

The provisions contained in this MOU become effective on July 1, 2023. This MOU shall expire on July 30, 2023.

For the Employer:

For the Union:

/s/	/s/
Gina L. Comeau, OFM	Amanda Hacker
OFM/SHR Labor Negotiator	Contract Administration
	Director

**C. MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON  
AND  
WASHINGTON PUBLIC EMPLOYEES ASSOCIATION**

Higher Education community colleges coalition (wpea – he)It is the duty of the Employer to protect the health and safety of employees by establishing and maintaining a healthy and safe work environment and by requiring all employees to comply with health and safety measures.

Employees who choose to voluntarily provide their employer with proof of up-to-date COVID-19 vaccination, to include any boosters recommended by the U.S. Centers for Disease Control and Prevention (CDC) at the time proof is provided, will receive a one-time lump sum payment pursuant to Article 42.27-Compensation. All information disclosed to the Employer during the vaccination verification process will be stored in the employee’s confidential medical file.

For the Employer:

For the Union:

/s/

/s/

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Gina L. Comeau, OFM  
OFM/SHR Labor Negotiator

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Amanda Hacker  
Contract Administration  
Director

**D. MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON  
AND  
PEBB COALITION OF UNIONS**

**Medical Flexible Spending Arrangement Work Group**

Since the 2019-2021 PEBB healthcare agreement between the Coalition of Unions and the State of Washington, the parties have agreed to a benefit involving a Medical Flexible Spending Arrangement. Due to unknown reasons, a majority of eligible employees did not use some or all of this benefit.

The parties agree to use the already scheduled quarterly series of meetings between HCA, OFM and Union staff representatives to review data and discuss possible options and solutions to increase represented employees' awareness and utilization of the FSA benefit. The parties will focus their efforts on the following items:

1. Creating an introductory paragraph explaining the FSA benefit for represented employees for use in HCA communications. This communication shall include all the participatory unions' logos and/or names provided by the unions as well as HCA/PEBB branding.
2. Exploring the option of sharing a list of all eligible employees who did not use the \$250 benefit for the previous calendar year.
3. Creating a timely and targeted communication for those employees who have not yet accessed their FSA benefit.
4. Reviewing existing communications provided to new employees about the FSA benefit.
5. Assisting the Coalition of Unions with providing information to their members about the FSA benefit.
6. Ensuring that any information shared protects employees' personally identifiable information and protected health information.



7. Exploring options to provide access to this information for non-English speakers, for example, a flyer in multiple languages with notification of these benefits.

For the Employer:

For the Healthcare Coalition:

/s/

Ann Green, OFM  
Lead Negotiator

/s/

Jane Hopkins, President  
SEIU 1199NW

/s/

Karen Estevenin, Executive Director  
PROTEC17

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

Executed this 1<sup>st</sup> day of July 2023.

For the Washington Public Employees Association – Higher Education:

\_\_\_\_\_/s/  
Dana Spain  
President

\_\_\_\_\_/s/  
Amanda Hacker, Administration Director

For the State of Washington:

\_\_\_\_\_/s/  
Gina Comeau, Section Chief  
OFM/SHR, Labor Relations and  
Compensation Policy Section

\_\_\_\_\_/s/  
Gina Comeau, Lead Negotiator  
OFM/SHR, Labor Relations and  
Compensation Policy Section

For Bellevue College:

\_\_\_\_\_/s/  
Gary Locke  
President

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

Executed this 1<sup>st</sup> day of July, 2023.

For the Washington Public Employees Association – Higher Education:

\_\_\_\_\_/s/  
Dana Spain  
WPEA President

\_\_\_\_\_/s/  
Amanda Hacker, Administration Director

For the State of Washington:

\_\_\_\_\_/s/  
Gina Comeau, Section Chief  
OFM/SHR, Labor Relations Section

\_\_\_\_\_/s/  
Gina Comeau, Lead Negotiator  
OFM/SHR, Labor Relations Section

For Big Bend Community College:

\_\_\_\_\_/s/  
Dr. Sarah Thompson Tweedy  
President

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WPEA President

\_\_\_\_\_/s/  
Amanda Hacker, Administration Director

For the State of Washington:

\_\_\_\_\_/s/  
Gina Comeau, Section Chief  
OFM/SHR, Labor Relations Section

\_\_\_\_\_/s/  
Gina Comeau, Chief Negotiator  
OFM/SHR, Labor Relations Section

For Cascadia College:

\_\_\_\_\_/s/  
Dr. Eric Murray  
President

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Dana Spain  
WPEA President

\_\_\_\_\_/s/  
Amanda Hacker, Administration Director

For the State of Washington:

\_\_\_\_\_/s/  
Gina Comeau, Section Chief  
OFM/SHR, Labor Relations Section

\_\_\_\_\_/s/  
Gina Comeau, Chief Negotiator  
OFM/SHR, Labor Relations Section

For Clark College:

\_\_\_\_\_/s/  
Dr. Karin Edwards  
President

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For the Washington Public Employees Association – Higher Education:

\_\_\_\_\_/s/  
Dana Spain  
WPEA President

\_\_\_\_\_/s/  
Amanda Hacker, Administration Director

For the State of Washington:

\_\_\_\_\_/s/  
Gina Comeau, Section Chief  
OFM/SHR, Labor Relations Section

\_\_\_\_\_/s/  
Gina Comeau, Chief Negotiator  
OFM/SHR, Labor Relations Section

For Columbia Basin College:

\_\_\_\_\_/s/  
Rebekah Woods  
President

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For the Washington Public Employees Association – Higher Education:

\_\_\_\_\_/s/  
Dana Spain  
WPEA President

\_\_\_\_\_/s/  
Amanda Hacker, Administration Director

For the State of Washington:

\_\_\_\_\_/s/  
Gina Comeau, Section Chief  
OFM/SHR, Labor Relations Section

\_\_\_\_\_/s/  
Gina Comeau, Chief Negotiator  
OFM/SHR, Labor Relations Section

For Edmonds College:

\_\_\_\_\_  
Dr. Amit B. Singh  
President

\_\_\_\_\_  
Dr. Tia Benson Tolle  
Board Chair



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\_\_\_\_\_/s/  
Dana Spain  
WPEA President

\_\_\_\_\_/s/  
Amanda Hacker, Administration Director

For the State of Washington:

\_\_\_\_\_/s/  
Gina Comeau, Section Chief  
OFM/SHR, Labor Relations Section

\_\_\_\_\_/s/  
Gina Comeau, Chief Negotiator  
OFM/SHR, Labor Relations Section

For Grays Harbor College:

\_\_\_\_\_/s/  
Dr. James Minkler  
President

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\_\_\_\_\_/s/  
Dana Spain  
WPEA President

\_\_\_\_\_/s/  
Amanda Hacker, Administration Director

For the State of Washington:

\_\_\_\_\_/s/  
Gina Comeau, Section Chief  
OFM/SHR, Labor Relations Section

\_\_\_\_\_/s/  
Gina Comeau, Chief Negotiator  
OFM/SHR, Labor Relations Section

For Olympic College:

\_\_\_\_\_  
Dr. Marty Cavaluzzi  
President

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\_\_\_\_\_/s/  
Dana Spain  
WPEA President

\_\_\_\_\_/s/  
Amanda Hacker, Administration Director

For the State of Washington:

\_\_\_\_\_/s/  
Gina Comeau, Section Chief  
OFM/SHR, Labor Relations Section

\_\_\_\_\_/s/  
Gina Comeau, Chief Negotiator  
OFM/SHR, Labor Relations Section

For Pierce College:

\_\_\_\_\_  
Dr. Julie A. Manley White  
Chancellor and CEO

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Dana Spain  
WPEA President

\_\_\_\_\_/s/  
Amanda Hacker, Administration Director

For the State of Washington:

\_\_\_\_\_/s/  
Gina Comeau, Section Chief  
OFM/SHR, Labor Relations Section

\_\_\_\_\_/s/  
Gina Comeau, Chief Negotiator  
OFM/SHR, Labor Relations Section

For Skagit Valley College:

\_\_\_\_\_/s/  
Dr. Christopher Villa  
President

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\_\_\_\_\_/s/  
Dana Spain  
WPEA President

\_\_\_\_\_/s/  
Amanda Hacker, Administration Director

For the State of Washington:

\_\_\_\_\_/s/  
Gina Comeau, Section Chief  
OFM/SHR, Labor Relations Section

\_\_\_\_\_/s/  
Gina Comeau, Chief Negotiator  
OFM/SHR, Labor Relations Section

For Tacoma Community College:

\_\_\_\_\_  
Ivan Harrell  
President

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Dana Spain  
WPEA President

\_\_\_\_\_/s/  
Amanda Hacker, Administration Director

For the State of Washington:

\_\_\_\_\_/s/  
Gina Comeau, Section Chief  
OFM/SHR, Labor Relations Section

\_\_\_\_\_/s/  
Gina Comeau, Chief Negotiator  
OFM/SHR, Labor Relations Section

For Walla Walla Community College:

\_\_\_\_\_/s/  
Derek R. Brandes  
President

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For the Washington Public Employees Association – Higher Education:

\_\_\_\_\_/s/  
Dana Spain  
WPEA President

\_\_\_\_\_/s/  
Amanda Hacker, Administration Director

For the State of Washington:

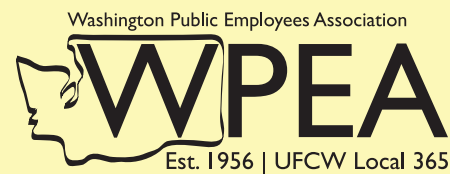
\_\_\_\_\_/s/  
Gina Comeau, Section Chief  
OFM/SHR, Labor Relations Section

\_\_\_\_\_/s/  
Gina Comeau, Chief Negotiator  
OFM/SHR, Labor Relations Section

For Wenatchee Valley College:

\_\_\_\_\_/s/  
Dr. Faimous Harrison  
President





It is your responsibility to notify WPEA if your employment status changes and you are no longer covered by this contract.

*Additional versions of memorandums or understanding (MOUs) may be added or changed over the life of the contract. Please check our online version or contact WPEA directly.*

**[www.wpea.org](http://www.wpea.org)**

140 Percival Street NW | Olympia, WA | 98502  
800-544-WPEA | 360-943-1121 | fax 360-357-7627