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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 ~~District~~
- Skagit Valley College
- Tacoma Community College
- Walla Walla Community College
- Wenatchee Valley College

TENTATIVE AGREEMENT REACHED

For the Employer:

For the Union:



8/11/2022

8/18/2022

Gina L. Comeau, OFM
OFM/SHR Labor Negotiator

Date

Amanda Hacker
Contract Administration
Director, WPEA Higher
Education

Date

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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.


TENTATIVE AGREEMENT REACHED

For the Employer:

For the Union:


8/11/2022

Gina L. Comeau, OFM Date
OFM/SHR Labor Negotiator


8/18/2022

Amanda Hacker Date
Contract Administration
Director,
WPEA Higher Education

1 **ARTICLE 2**

2 **NON DISCRIMINATION**

3 **2.1** The Employer and the Union are committed to diversity, equity, and inclusion in
4 the workplace.

5 **2.2** Under this Agreement, discrimination against employees on the basis of religion,
6 age, gender, sex, marital status, race, color, creed, national origin, political
7 affiliation, military status, status as an honorably discharged veteran, a disabled
8 veteran or Vietnam era veteran, sexual orientation, gender expression, gender
9 identity, or the presence of any real or perceived sensory, mental or physical
10 disability, genetic information, pregnancy, being a victim of domestic violence,
11 sexual assault, or stalking, citizenship, immigration status or because of the
12 participation or lack of participation in union activities is prohibited, and no
13 unlawful harassment will be tolerated.

14 **2.3** Employees who feel they have witnessed or been the subjects of unlawful
15 discrimination, harassment or hostile work environment are encouraged to bring
16 such issues to the attention of their supervisor or the Human Resources Office, or
17 to file a complaint in accordance with college/district policy. In cases where an
18 employee files both a grievance and an internal complaint regarding the same
19 alleged discrimination, harassment or a hostile work environment, the grievance
20 will be suspended until the internal complaint process has been completed.

21 **2.4** When a complaint is received, the Employer will determine the appropriate form
22 of investigation, if any, and take appropriate action. When the Employer has
23 determined that an investigation is warranted, the Employer will begin an
24 investigation within twenty-one (21) calendar days. Each thirty (30) day period
25 thereafter, the complainant employee and the investigated employee may request
26 and receive an update on the status of the investigation. At the conclusion of the
27 investigation, the complainant employee will be provided with a notification that
28 the investigation is completed and the investigated employee will be provided with

1 both a notification that the investigation is complete and information on the
2 investigation outcome.

3 **2.5** Both parties agree that nothing in this Agreement will prevent the implementation
4 of an approved affirmative action plan.

5 **2.6** Both parties agree that nothing in this Agreement will prevent an employee from
6 filing a complaint with the Washington State Human Rights Commission, Office
7 of Civil Rights, or the Equal Employment Opportunities Commission.

8 **2.7** The Employer agrees to provide training and the Union agrees to support and
9 encourage participation in training to positively accept the diversity that exists in
10 the workplace and to understand as well as to prevent all forms of discrimination.

11 **TENTATIVE AGREEMENT REACHED**

12 For the Employer:

For the Union:

13



8/11/2022



8/18/2022

14

15

16 Gina L. Comeau Date
17 Labor Negotiator
18 Office of Financial Management

Amanda Hacker Date
Contract Administration Director
WPEA Higher Education

1 **ARTICLE 3**

2 **WORKPLACE BEHAVIOR**

3 **3.1** The Employer and the Union agree that all employees should work in an
4 environment that fosters mutual respect and professionalism and values diversity,
5 equity, and inclusion. The parties agree that inappropriate behavior in the
6 workplace does not promote a college's business or employee's well-being. All
7 employees are responsible for contributing to such an environment and are expected
8 to treat others with courtesy and respect. Inappropriate workplace behavior by
9 employees, supervisors and/or managers will not be tolerated. If an employee
10 and/or the employee's union representative believes the employee has been
11 subjected to inappropriate behavior, the employee and/or the employee's
12 representative is encouraged to report this behavior to the employee's supervisor
13 and/or the Human Resources Office. ~~Inappropriate workplace reports will be~~
14 ~~identified as such.~~

15 **3.2** Inappropriate workplace complaints made to the Human Resource Office will be in
16 writing and will be identified as such. When a written complaint is received by the
17 Human Resource Office, the Employer will determine the appropriate form of
18 investigation, if any, and take appropriate action. When warranted, the Employer
19 will begin an investigation within twenty-one (21) calendar days. Each thirty (30)
20 day period thereafter, the complainant employee and the investigated employee
21 may request and receive an update on the status of the investigation. At the
22 conclusion of the investigation, the complainant employee will be provided with a
23 notification that the investigation is complete and the investigated employee will
24 be provided with both a notification that investigation is complete and information
25 on the investigation outcome.

26 **3.3** The Employer and the Union will jointly develop training materials regarding
27 inappropriate workplace behavior through the local labor management committee
28 for dissemination to managers, supervisors and employees. Supervisors, managers,

1 Human Resource Office staff, and shop stewards will receive training on processing
2 inappropriate workplace behavior reports.

3 **3.4** The procedural aspects of this Article are subject to Step [32](#) of the grievance
4 procedure only. No other grievance steps apply.

TENTATIVE AGREEMENT REACHED

For the Employer:



9/7/2022

Gina L. Comeau, OFM Date
OFM/SHR Labor Negotiator

For the Union:



September 11, 2022

Amanda Hacker Date
Contract Administration
Director,
WPEA Higher Education

1 **ARTICLE 4**

2 **HIRING AND APPOINTMENTS**

3 **4.1 Filling Positions**

4 A. The Employer will determine when a position will be filled, the type of
5 appointment to be used when filling the position, and the skills and abilities
6 necessary to perform the duties of the specific position within a job
7 classification. The Employer can fill a position on a full-time or part-time
8 basis. Positions will be posted for at least seven (7) calendar days.

9 B. Labor/Management Communication Committee (LMCC) meetings, as
10 described in [Article 38](#), may include the sharing and discussion of
11 information about filling, leaving vacant, reallocating or eliminating
12 bargaining unit positions and positions that supervise bargaining unit
13 positions, along with the timeframe thereof. As part of the preparation for
14 the meeting, in accordance with ~~Section 38.2 C~~ [Subsection 38.2 C](#), at the
15 Union's request, the Employer will provide a list of vacant positions, at the
16 meeting. The list will include information about the status of the open
17 position(s).

18 C. When filling positions, the Employer will appoint to the position the most
19 senior candidate on the appropriate internal layoff list with the required
20 skills and abilities who had indicated an appropriate geographic availability.

21 D. Certification of Applicants

22 ~~The Employer will determine the number of applicants to be certified to the hiring~~
23 ~~official for consideration. If the position is not filled from the layoff list no~~
24 ~~employees are on the internal layoff list for the classification, all~~
25 ~~promotional, transfer, and voluntary demotion candidates, who have the~~
26 ~~skills and abilities to perform the duties of the position will be certified and~~

1 ~~will be considered~~ by the Employer, prior to consideration of other
2 candidates.

3 E. An internal promotional candidate is an employee who applies for
4 appointment with their college/district to a class with a higher salary range
5 maximum.

6 F. A transfer candidate is an employee who applies for appointment with their
7 college/district to a position in the same class or to a different class with the
8 same salary range maximum.

9 G. A voluntary demotion candidate is an employee who applies for
10 appointment with their college/district to a class with a lower salary range
11 maximum.

12 H. Once hired, promoted, transferred, or demoted, an employee will receive a
13 position description of their new position within twenty-one (21) calendar
14 days following their start date.

15 **4.2 Types of Appointment**

16 A. Regular Employment

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

19 B. Cyclic Year Employment

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

1 **4.3 Types of Positions**

2 A. Permanent Positions

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

8 B. Project Positions

9 1. The Employer may establish project positions for which the
10 assigned work is contingent upon state, federal, local, grant, or other
11 special funding of specific and/or of time-limited duration. Project
12 positions will be identified as such and the Employer will notify
13 employees appointed to project positions, in writing, of the expected
14 end date of the project employment.

15 2. Employees who enter into project positions without previously
16 attaining permanent status will serve a probationary period.
17 Employees will gain permanent status upon successful completion
18 of their probationary period.

19 Project employees with permanent status will serve a trial service
20 period when they:

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

22 b. Transfer or voluntarily demote within the project to another
23 job classification in which they have not attained permanent
24 status.

25 3. The Employer may consider project employees with permanent
26 status for transfer, voluntary demotion, or promotion to non-project

1 positions. Project employees will serve a trial service period upon
2 transfer, voluntary demotion, or promotion to a non-project position.

3 4. When the Employer converts a project position into a permanent
4 position, due to a change in the nature of funding, and retains the
5 incumbent employee who has already served a probationary or trial
6 service period in that position, the employee will not serve a new
7 probationary or trial service period.

8 5. The layoff and recall rights of project employees will be in
9 accordance with the provisions in [Article 36](#).

10 C. In Training Positions

11 1. The Employer may designate specific positions, groups of positions,
12 or all positions in a job classification or series as in-training. The
13 Employer will document the training program, including a
14 description and length of the program.

15 2. A candidate who is initially hired into an in-training position must
16 successfully complete the job requirements of the appointment. The
17 Employer may separate from classified service, any employee who
18 has completed the probationary period for an in-training
19 appointment but does not successfully complete the subsequent trial
20 service periods required by the in-training program. Employees who
21 are not successful may be separated at any time with prior written
22 notice from the Employer.

23 3. An employee with permanent status who accepts an in-training
24 appointment will serve a trial service period or periods, depending
25 on the requirements of the in-training program. The Employer may
26 revert an employee who does not successfully complete the trial
27 service period or periods at any time. The employee's reversion

1 right will be to the job classification that the employee held
2 permanent status in prior to their in-training appointment, in
3 accordance with [Subsections 4.5 \(B\)\(3\)](#) and [4.5\(B\)\(4\)](#) of this Article.

4 The in-training separation of an employee will not be subject to the
5 grievance procedure in [Article 30](#).

6 4. A trial service period may be required for each level of the in-
7 training appointment, or the entire in-training appointment may be
8 designated as the trial service period. The Employer will determine
9 the length of the trial service period or periods to be served by an
10 employee in an in-training appointment.

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

14 6. If the entire in-training program (meaning all levels within the in-
15 training appointment) is designated as a trial service period, the
16 employee will attain permanent status upon successful completion
17 of the training requirements for the entire in-training program.

18 D. Non-Permanent Positions

19 1. The Employer may make classified non-permanent appointments to
20 fill in for the absence of a permanent employee, during a workload
21 peak, ~~or~~ while recruitment is being conducted, ~~to reduce the possible~~
22 ~~effects of a layoff, or when the nature of the work is sporadic and~~
23 ~~does not fit a particular pattern.~~ -Non-permanent appointments will
24 not exceed eighteen (18) months. A non-permanent appointee must
25 have the skills and abilities required for the position and will be
26 assigned to an official Washington State Human Resources job
27 classification and paid on the General Service Salary Schedule. The

1 Employer may choose to fill the position with a competitive process
2 or by appointment. ~~is not required to use a competitive process~~
3 ~~before making a non-permanent appointment.~~

4 2. A permanent employee who accepts a non-permanent appointment
5 within their college will have the right to return to their position in
6 the college or to a position in the permanent classification they left
7 at the completion of the non-permanent appointment, provided, the
8 employee has not left the original non-permanent appointment, or
9 unless the original supervisor agrees otherwise.

10 3. The Employer may convert a non-permanent appointment into a
11 permanent appointment if the Employer used a competitive process
12 to fill the non-permanent appointment. In such circumstances the
13 employee will serve a probationary or trial service period upon
14 conversion. ~~Time spent in a non-permanent appointment will count~~
15 ~~towards the probationary or trial service period.~~

16 4. The Employer may end a non-permanent appointment at any time
17 with one (1) working day's notice to the employee.

18 5. The separation of a non-permanent employee will not be subject to
19 the grievance procedure in [Article 30](#).

20 **4.4 Employee Status**

21 A. Classified Service/Permanent Status

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

25 An Employee who is newly hired in a classified position will be required to
26 serve a probationary period, regardless of whether or not they have held
27 permanent status at another college district or agency. However, unless the

1 employee has a break in service between appointments, they will have
2 continuous or unbroken classified service for the purpose of seniority, leave
3 and any article in this Agreement that refers to continuous or unbroken
4 service.

5 B. Job Classification

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

9 **4.5 Review Periods**

10 A. Probationary Period

11 1. All employees, including part-time or full-time, will serve a
12 probationary period of six (6) months following their initial
13 appointment to a permanent or project position. The Employer may
14 extend the probationary period for an individual employee or for all
15 employees in a class as long as the extension does not cause the total
16 period to exceed twelve (12) months. The Employer agrees to notify
17 the employee in writing when it intends to extend the probationary
18 period of an employee or for all employees in a classification beyond
19 six (6) months. If the extension is based on performance issues, the
20 supervisor will provide written information to the employee about
21 the needed improvement(s).

22 2. If the Employer converts the status of a non-permanent appointment
23 to a permanent appointment, the incumbent employee will serve a
24 probationary period upon conversion. ~~However, the Employer will~~
25 ~~credit time worked in the non permanent appointment toward~~
26 ~~completion of the probationary period per Subsection 4.3(D)(3).~~

27 3. The Employer may separate a probationary employee at any time
28 during the probationary period, whether or not the Employer has

1 evaluated the probationary employee. Probationary separation will
2 not be subject to the grievance procedure in [Article 30](#).

3 4. The Employer will extend an employee's probationary period, on a
4 day-for-day basis, for any day(s) that the employee is on leave
5 without pay or shared leave, except for leave taken for military
6 service or Employer-mandated temporary reductions in hours
7 (furloughs) [under Subsections 36.5.B, and C](#).

8

1 5. An employee who transfers or is promoted prior to completing their
2 initial probationary period will serve a new probationary period. The
3 length of the new probationary period will be in accordance with
4 Subsection 4.5(A)(1), unless adjusted by the Employer for time
5 already served in probationary status. However, in no case will the
6 total probationary period be less than six (6) months.

7 B. Trial Service Period

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

22 2. If the Employer converts the status of a non-permanent appointment
23 to a permanent appointment, an incumbent employee who has
24 already attained permanent status will serve a trial service period.
25 However, the Employer will credit time worked in the non-
26 permanent appointment toward completion of the trial services
27 period per Subsection 4.3(D)(3).

28 3. An employee serving a trial service period will have their trial
29 service period extended, on a day-for-day basis, for any day(s) that

1 the employee is on leave without pay or shared leave, except for
2 leave taken for military service or Employer-mandated temporary
3 reductions in hours (furloughs) under Subsections 36.5.B, and C.

4 4. With prior written notice by the Employer, all employees that have
5 not successfully completed a trial service period may be offered an
6 opportunity to revert to a position in the same institution that is:

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

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

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

15 5. An employee who has no reversion options or does not revert to the
16 classification they held prior to the trial service period may request
17 the Human Resource Office to place their name on the layoff list for
18 positions in job classifications where they had previously attained
19 permanent status.

20 6. An employee serving a trial service period may voluntarily revert to
21 their former position within fifteen (15) calendar days after the
22 appointment, provided that the position has not been filled or an
23 offer has not been made to an applicant. The Employer may consider
24 requests after the fifteen (15) day period. After fifteen (15) days and
25 at the discretion of the Employer, an employee serving a trial service
26 period may voluntarily revert at any time to a vacant position in the
27 same college/district that is:

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

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

6 The reversion of employees who are unsuccessful during their trial
7 service period is not subject to the grievance procedure in [Article 30](#).

8 C. Transition Review Period

9 In accordance with [Article 36](#), Layoff and Recall, the Employer may require
10 an employee to complete a transition review period.

TENTATIVE AGREEMENT REACHED

For the Employer:



9/7/2022

Gina L. Comeau, OFM Date
OFM/SHR Labor Negotiator

For the Union:



September 11, 2022

Amanda Hacker Date
Contract Administration
Director,
WPEA Higher Education

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.

TENTATIVE AGREEMENT REACHED

For the Employer:

For the Union:



8/11/2022



8/18/2022

Gina L. Comeau Date
Labor Negotiator
Office of Financial Management

Amanda Hacker Date
Contract Administration Director
WPEA Higher Education

1 **ARTICLE 6**

2 **PERFORMANCE EVALUATION**

3 **6.1 Objective**

4 The performance evaluation process is designed to provide supervisors and
5 employees an opportunity to discuss and record performance planning, feedback
6 and performance outcomes. Supervisors and employees will discuss how the
7 employee's position aligns with the college's mission and goals and the Employer's
8 job requirements. Performance problems should be brought to the attention of the
9 employee at the time of the occurrence to give the employee an opportunity to
10 address the issue.

11 **6.2 Evaluation Process**

12 A. Employee work performance will be evaluated during probationary, trial
13 service and transition periods and at least annually thereafter, at a time that
14 allows for adequate application of the process. Supervisors will meet with
15 employees at the start of their review period to discuss performance
16 expectations. Employees will receive copies of their performance
17 expectations as well as notification of any modifications made during the
18 review period. Written notification will normally be given to a probationary
19 or trial service employee whose work performance is determined to be
20 unsatisfactory. If the probationary or trial service deficiency is substantial,
21 the Employer may separate the probationary employee or revert the trial
22 service employee at any time.

23 B. The Employer will use the Performance and Development Plan (PDP)
24 developed by OFM/SHR. A copy of the performance evaluation will be
25 provided to the employee at the time of the review. If an employee
26 disagrees with their performance evaluation, the employee has the right to
27 attach a rebuttal.- The original performance evaluation forms, including the
28 employee's comments, will be maintained in the employee's personnel file.

1 C. If a supervisor has had less than ninety (90) calendar days to observe the
2 employee's performance, the employee may request a joint review with the
3 previous supervisor (if still employed with the college). If the previous
4 supervisor is no longer employed with the college, the employee may
5 request a consultation with other managers with knowledge of the
6 employee's performance.

7 D. The performance evaluation procedure may be grieved; however, the
8 content of the evaluation is not subject to the grievance procedure in Article
9 30. ~~If an employee disagrees with their performance evaluation, the~~
10 ~~employee has the right to attach a rebuttal.~~

11 E. Performance evaluations will not be used to initiate personnel actions such
12 as transfer, promotion, or discipline.

13 **6.3 PDP Training**

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

16 6.4 Position Description Form Training

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

TENTATIVE AGREEMENT REACHED

For the Employer:

For the Union:

Amanda Hacker

September 5, 2022

Gina L. Comeau, OFM Date
OFM/SHR Labor Negotiator

Amanda Hacker Date
Contract Administration
Director,
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3 previous supervisor (if still employed with the college). If the previous
4 supervisor is no longer employed with the college, the employee may
5 request a consultation with other managers with knowledge of the
6 employee's performance.

7 D. The performance evaluation procedure may be grieved; however, the
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September 5, 2022

Gina L. Comeau, OFM Date
OFM/SHR Labor Negotiator

For the Union:



September 5, 2022

Amanda Hacker Date
Contract Administration
Director,
WPEA Higher Education

1 **ARTICLE 7**

2 **HOURS OF WORK**

3 **7.1 Definitions**

4 A. Full-time Employees

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

6 B. Overtime-Eligible Employees

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

9 C. Overtime-Exempt Employees

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

12 D. Part-time Employees

13 Employees who are scheduled to work less than forty (40) hours per
14 workweek.

15 E. Work Schedules

16 Workweeks and work shifts of different numbers of hours may be
17 established by the Employer in order to meet business and customer service
18 needs, as long as the work schedules meet federal and state laws.

19 F. Work Shift

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

21 G. Workday

22 One (1) of seven (7) consecutive, twenty-four (24) hour periods in a
23 workweek.

24 H. Workweek

1 A regularly re-occurring period of one hundred sixty-eight (168) hours
2 consisting of seven (7) consecutive twenty-four (24) hour periods.
3 Workweeks for employees will normally begin at 12:01 am Sunday and end
4 at 12:00 midnight the following Saturday or as otherwise designated by the
5 appointing authority or their designee. If there is a change in their
6 workweek, employees will be given written notification by the appointing
7 authority or their designee.

8 **7.2 Position Designation**

9 In accordance with the Fair Labor Standards Act (FLSA) and state law, the
10 Employer will determine whether a position is overtime-eligible or overtime-
11 exempt. Overtime-eligible and overtime-exempt employees will be informed of
12 their status as such at the time of appointment. If there is a change in the overtime
13 eligibility designation for an employee's position, the Employer will provide the
14 employee with written notification of the change with a copy to the Union.

15 **7.3 Overtime-Eligible Positions-Schedules**

16 A. Regular Work Schedules

17 The regular work schedule for overtime-eligible employees will not be more
18 than forty (40) hours in a workweek, with two (2) consecutive calendar days
19 off and starting and ending times as determined by the requirements of the
20 position and the Employer.

21 B. Alternate Work Schedules

22 Workweeks and work shifts of different numbers of hours may be
23 established for overtime-eligible employees by the Employer in order to
24 meet business and customer service needs, as long as the alternate work
25 schedules meet federal and state requirements. Prior to assigning
26 employees to alternate work schedules, the Employer will seek volunteers
27 with the necessary skills and abilities who are qualified to perform such
28 assignments. If more than one (1) volunteer has the necessary skills and

1 abilities and is qualified to perform such assignments, seniority will be the
2 determining factor in making the assignment.

3 The Employer will not adjust the workday for the employee's workweek to
4 avoid the payment of overtime or accrual of compensatory time, unless
5 requested by the employee.

6 C. Temporary Schedule Changes

7 Employees' workweeks and/or work schedules may be temporarily changed
8 with prior notice from the Employer. A temporary schedule change is
9 defined as a change lasting twenty-one (21) calendar days or less. Overtime-
10 eligible employees will receive seven (7) calendar days' written notice of
11 any temporary schedule change. The day that notification is given ~~received~~
12 ~~by the employee~~ is considered the first day of notice. Notice will normally
13 be given to the employee during their scheduled working hours.

14 D. Permanent Schedule Changes

15 Employees' workweeks and work schedules may be permanently changed
16 with prior notice from the Employer. Overtime-eligible employees will
17 receive fourteen (14) calendar days' written notice of a permanent schedule
18 change. The day notification is given is ~~received by the employee~~
19 considered the first day of notice. Notice will normally be given to the
20 employee during their scheduled working hours.

21 E. Emergency Schedule Changes

22 The Employer may adjust an overtime-eligible employee's workweek and
23 work schedule without prior notice in emergencies or unforeseen
24 operational needs. Employees affected by emergency schedule changes will
25 be allowed de minimis time to make necessary arrangements.

26 F. Employee-Requested Schedule Changes

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

5 **G. Off-Duty Phone Calls**

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

9 **7.4 Overtime-Eligible Unpaid Meal Periods**

10 Unpaid meal periods for employees working more than five (5) consecutive hours,
11 if entitled, will be a minimum of thirty (30) minutes and will be scheduled as close
12 to the middle of the work shift as possible, taking into account the Employer's work
13 requirements and the employee's wishes. When an employee's unpaid meal period
14 is interrupted by work duties, the employee will be allowed to resume their unpaid
15 meal period following the interruption, if possible, to complete the unpaid meal
16 period. In the event an employee is unable to complete the unpaid meal period due
17 to operational necessity, the employee will be entitled to compensation, which will
18 be computed based on the actual number of minutes worked within the unpaid meal
19 period. ~~With pre-approval from the Employer,~~ Meal periods may not be ~~combined~~
20 ~~and/or~~ used for late arrival or early departure from work, and meal and rest periods
21 will not be combined.

22 **7.5 Overtime-Eligible Unpaid Meal Periods Outside of the Normal Workday**

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

25 **7.6 Overtime-Eligible Paid Meal Periods for Straight Shift Schedules**

26 The Employer and the Union agree to vary from and supersede the paid meal period
27 requirements of [WAC 296-126-092](#). Employees working straight shifts will not

1 receive a paid meal period, but will be permitted to eat intermittently as time allows
2 during their shifts while remaining on duty.

3 **7.7 Overtime-Eligible Rest Periods**

4 Employees will be allowed rest periods of fifteen (15) minutes for each one-half
5 (1/2) shift of four (4) or more hours worked at or near the middle of each one-half
6 (1/2) shift of four (4) or more hours, taking into account the Employer's work
7 requirements and the employee's wishes. Rest periods do not require relief from
8 duty. Where the nature of the work allows employees to take intermittent rest
9 periods equivalent to fifteen (15) minutes for each one-half (1/2) shift, scheduled
10 rest periods are not required. ~~With pre-approval from the Employer~~, Rest periods
11 may not be ~~combined and/or~~ used for late arrival or early departure from work and
12 rest and meal periods will not be combined.

13 **7.8 Overtime-Eligible Employees – Positive Time Reporting**

14 Overtime-eligible employees will accurately report time worked in accordance with
15 a positive time reporting process as determined by each Employer.

16 **7.9 Overtime-Exempt Employees**

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

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

25 B. Overtime-exempt employees are expected to work as many hours as
26 necessary to accomplish their assignments or fulfill their responsibilities
27 and must respond to directions from management to complete work

1 assignments by specific deadlines. Full-time overtime-exempt employees
2 are expected to work a minimum of forty (40) hours in a workweek and
3 part-time overtime-exempt employees are expected to work proportionate
4 hours. Overtime-exempt employees may be required to work specific hours
5 to provide services, when deemed necessary by the Employer.

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

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

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

13 F. If they give prior notice and receive the Employer's concurrence, overtime-
14 exempt employees may alter their work hours. Employees are responsible
15 for keeping management apprised of their schedules and their whereabouts.

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

TENTATIVE AGREEMENT REACHED

For the Employer:

For the Union:



9/5/2022

September 5, 2022

Gina L. Comeau, OFM Date
OFM/SHR Labor Negotiator

Amanda Hacker Date
Contract Administration
Director,
WPEA Higher Education

1

ARTICLE 8

2

OVERTIME

3

8.1 Definitions

4

A. Overtime

5

Overtime is defined as time that an overtime-eligible employee works in excess of forty (40) hours per workweek.

6

7

B. Overtime Rate

8

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.

9

10

11

C. Work

12

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.

13

14

15

D. Work does not include:

16

1. Shared leave;

17

2. Leave without pay;

18

3. Additional compensation for time worked on a holiday; or

19

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

20

8.2 Overtime Eligibility and Compensation

21

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

22

23

A. Employees who have prior approval and work more than forty (40) hours in a workweek will be compensated at the overtime rate;

24

1 B. An employee whose workweek is less than forty (40) hours will be paid at
 2 their regular rate of pay for all work performed up to forty (40) hours in a
 3 workweek and paid at the overtime rate for authorized work of more than
 4 forty (40) hours in a workweek; and

5 C. When employees work on a holiday in accordance with [Subsection 11.3](#) B.

6 **8.3 General Provisions**

7 A. The Employer will determine whether work will be performed on regular
 8 work time or overtime, the number, the skills and abilities of the employees
 9 required to perform the work, and the duration of the work. The Employer
 10 will first attempt to meet its overtime requirements on a voluntary basis with
 11 qualified employees who are currently on duty. In the event there are not
 12 enough employees volunteering to work, the supervisor may require
 13 employees to work overtime.

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

19 **8.4 Compensatory Time for Overtime-Eligible Employees**

20 A. Compensatory Time Eligibility
 21 At the employee’s request and with the supervisor’s approval,
 22 compensatory time may be earned in lieu of cash. Compensatory time must
 23 be granted at the rate of one and one-half (1½) hours of compensatory time
 24 for each hour of overtime worked.

25 B. Maximum Compensatory Time
 26 Employees may accumulate no more than one hundred sixty (160) hours of
 27 compensatory time.

1 C. Compensatory Time Use

2 Employees must use compensatory time prior to using vacation leave,
3 unless this would result in the loss of their vacation leave or the employee
4 is using vacation leave for Domestic Violence Leave. Compensatory time
5 must be used and scheduled in the same manner as vacation leave, as in
6 [Article 12](#), Vacation Leave. Employees may use compensatory time for
7 leave as required by the Domestic Violence Leave Act, [RCW 49.76](#). The
8 Employer may schedule an employee to use their compensatory time with
9 seven (7) calendar days' notice.

10 D. Compensatory Time Cash Out

11 1. All compensatory time must be used by June 30th of each year. If
12 compensatory time balances are not scheduled to be used by the employee
13 by April of each year, the supervisor will contact the employee to review
14 their schedule. The employee's compensatory time balance will be cashed
15 out every June 30th or when the employee:

16 a1. Leaves state service for any reason;

17 b2. Transfers to a position in their institution with different funding
18 sources; or

19 c3. Transfers to another state agency or institution.

20 2. As an exception to Subsection 8.4D.1 above, an appointing authority
21 or their designee may allow an employee to carry forward up to
22 twenty-four (24) hours of compensatory time past June 30th when an
23 employee's workload requires overtime during the months of May
24 and June.

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TENTATIVE AGREEMENT REACHED

For the Employer:

For the Union:



8/18/2022

September 5, 2022

Gina L. Comeau, OFM
OFM/SHR Labor Negotiator

Date

Amanda Hacker
Contract Administration
Director, WPEA Higher
Education

Date

ARTICLE 9

TRAINING AND EMPLOYEE DEVELOPMENT

1
2
3 **9.1** The Employer and Union affirm that continued professional and personal growth
4 of individual staff members and professional and program development are
5 fundamental to improving the total effectiveness of the college. The Employer and
6 the Union recognize the value and benefit of education and training designed to
7 enhance an employee’s ability to perform their job duties. Training and employee
8 development opportunities will be provided to employees in accordance with
9 current institution policies and available resources.

10 **9.2** Employees will submit written requests to the supervisor for training and employee
11 development, including the specific training, the schedule and costs. The supervisor
12 will approve or deny requests in writing. If training is denied, the written notice
13 will include the reason for denying the request.

14 **9.3** The Employer will continue to provide release time to each employee to participate
15 in training and development activities consistent with the Employer’s training and
16 development policies. If approved, release time will be provided for both off-
17 campus and on-campus professional development and training, where appropriate
18 for individual employees’ training needs.

19 **9.4** An employee who wishes to use a tuition fee waiver program to register for
20 qualifying courses will be allowed to do so in accordance with Employer policy
21 and RCW 28B.15.558. Employees may participate from the first day of class unless
22 a capacity concern exists. Employees who wish to enroll in courses at other higher
23 education institutions will abide by the policies of those institutions.

24 **9.5** The Employer will make reasonable attempts to schedule Employer-required
25 training during an employee’s regular work schedule. Attendance at Employer-
26 required training will be considered time worked and the Employer will pay the
27 registration costs. Travel associated with training will be paid in accordance with

1 applicable wage and hour laws, Office of Financial Management travel regulations
2 and the travel provisions in [Article 26](#), Relocation/Use of Vehicles/Travel.

3 **9.6 Master Agreement Training**

4 A. The Employer and the Union agree that training for managers, supervisors,
5 and shop stewards responsible for the day-to-day administration of this
6 Agreement is important. The Union will provide training to current shop
7 stewards, and the Employer will provide training to managers and
8 supervisors on this Agreement.

9 B. The Union will present the training to current shop stewards within each
10 bargaining unit. The shop stewards will be released with pay on one (1)
11 occasion for up to ~~four (4)~~ eight (8) hours to attend the training. ~~In addition,~~
12 ~~union stewards will be allowed up to thirty (30) minutes for travel time to~~
13 ~~and from the training, if needed.~~ The training ~~and thirty (30) minute travel~~
14 ~~time~~ will be considered time worked for those shop stewards who attend the
15 training during their scheduled work shift. The Employer may approve
16 leave in accordance with [Section 39.8](#) for additional time for those shop
17 stewards who attend the training during their scheduled work shift. Shop
18 stewards who attend the training during their non-work hours will not be
19 compensated. The parties will agree on the date, time, number and names
20 of shop stewards attending each session.

21 C. Upon mutual agreement, the Employer and the Union will provide joint
22 training on the provisions of the contract to members of the bargaining unit.
23 The Employer and the Union recognize the value of joint training and will
24 encourage it when possible. Each party shall be responsible for naming their
25 own trainer.

26 **9.7 New Employees**

27 A. When a college/district hires a new employee, the Employer will provide
28 each new employee with an orientation package provided by the Union.

1 B. Within ninety (90) days following a new employee's start date in a
2 bargaining unit position represented by the Union, the Employer will
3 provide the Union, ~~at the Union's written request,~~ access to the new
4 employee. This access will be provided during the employee's regular work
5 hours at the employee's regular worksite, or at another location mutually
6 agreed to by the Employer and the Union, for no less than thirty (30)
7 minutes, to present information about the Union and this Agreement. This
8 presentation may occur during a formal or informal new employee
9 orientation provided by the Employer or at another time within the above
10 ninety (90) day period. No employee will be required to attend the
11 presentation given by the Union. The Employer will provide notice to the
12 newhires@wpea.org Union's Staff Representative and the Chief designated
13 Shop Steward (s) of a new employee orientation at the same time the new
14 employee is given notice.

TENTATIVE AGREEMENT REACHED

For the Employer:

For the Union:



9/7/2022

September 11, 2022

Gina L. Comeau, OFM Date
OFM/SHR Labor Negotiator

Amanda Hacker Date
Contract Administration
Director,
WPEA Higher Education

1 **ARTICLE 10**

2 **LICENSING, ~~AND~~ CERTIFICATION, AND QUALIFICATIONS**

3 **10.1** The Employer will continue its current practices related to licensure and
4 certification or comply with Sections 10.2, 10.3 and 10.4, whichever provides the
5 greater benefit to the employee.

6 **10.2 Conditions of Employment**

7 The Employer and the Union recognize the necessity for bargaining unit employees
8 to maintain appropriate licensure and/or certification, as required, to perform the
9 duties of their assigned position and to meet the qualifications of their position.

10 When a license and/or certification is required as a part of the qualifications for a
11 position prior to the appointment of an employee into the affected position, the
12 employee will be responsible for the initial cost of the license and/or certification.
13 Thereafter, the employee will be responsible for maintaining the license and/or
14 certification and for all renewal costs.

15 10.3 Employees who fail to maintain appropriate licensure and/or certification, as
16 required, to perform the duties of their assigned position and/or to meet the
17 qualifications of their position may be subject to a non-disciplinary separation.

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

20 **10.43 Outside Entity Requirements**

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

1 **10.54 Employer Convenience**

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

8 **10.65** Employees will notify their appointing authority or designee if their work-related
9 license and/or certification has expired, or has been restricted, revoked or
10 suspended within twenty-four (24) hours of expiration, restriction, revocation or
11 suspension, or prior to their next scheduled shift, whichever occurs first.

TENTATIVE AGREEMENT REACHED

For the Employer:



9/5/2022

Gina L. Comeau, OFM Date
OFM/SHR Labor Negotiator

For the Union:



September 5, 2022

Amanda Hacker Date
Contract Administration
Director,
WPEA Higher Education

1 **ARTICLE 11**

2 **HOLIDAYS**

3 **11.1 Paid Holidays**

4 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	December 25
Personal Holiday	

5 **11.2 Observance of Holidays**

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

8 **11.3 Holiday Rules**

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

- 10 A. Employees will be paid at a straight-time rate even though they do not work.
- 11 B. In addition to [Subsection 11.3](#) A, employees will be paid for the hours
12 actually worked on a holiday at the overtime rate.
- 13 C. Permanent and probationary employees working twelve (12) month
14 schedules or cyclic year position employees who work full monthly

1 schedules throughout their work year will receive holiday pay if they were
2 in pay status on their regular, scheduled work day preceding the holiday.

3 D. Cyclic year employees scheduled to work less than full monthly schedules
4 qualify for holiday compensation if they work or are in pay status on their
5 last regularly scheduled working day preceding the holiday. Cyclic year
6 employees will be entitled to the number of paid hours on a holiday on the
7 same proportional basis that their appointment bears to a full-time
8 appointment.

9 E. Permanent and probationary employees will receive pay equivalent to the
10 employee's work shift on the holiday.

11 F. For operational convenience or necessity, the Employer, with prior notice,
12 may switch groups of employees from an alternate work schedule to a
13 regular work schedule during the week of a holiday.

14 G. When a holiday falls on the employee's scheduled workday, that day will be
15 considered the holiday.

16 H. When a holiday falls on the employee's scheduled day off, they will receive
17 an alternate day off.

18 I. When a holiday falls on a Saturday, the Friday before will be the holiday.
19 When a holiday falls on a Sunday, the following Monday will be the
20 holiday.

21 J. The holiday for night shift employees whose schedule begins on one (1)
22 calendar day and ends on the next calendar day will be determined by the
23 institution. It will start either at:

24 1. The beginning of the scheduled night shift that begins on the
25 holiday; or

1 2. The beginning of the shift that precedes the calendar holiday.

2 **11.4 Personal Holidays**

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

6 A. An employee who is scheduled to work less than six (6) continuous months
7 over a period covering two (2) calendar years will receive only one (1)
8 personal holiday during this period.

9 B. The institution will release the employee from work on the day selected as
10 the personal holiday if:

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

14 2. The number of employees choosing a specific day off allows an
15 institution to continue its work efficiently and not incur overtime.

16 C. Personal holidays may not be carried over to the next calendar year except
17 when an eligible employee's request to take their personal holiday has been
18 denied or canceled. The employee will attempt to reschedule their personal
19 holiday during the balance of the calendar year. If they are unable to
20 reschedule the day, it will be carried over to the next calendar year.

21 D. Institutions may adopt eligibility policies to determine which requests for
22 particular dates will be granted if all requests cannot be granted.

23 E. Personal holidays are prorated for less than full-time employees.

24 F. The pay for a full-time employee's personal holiday is equal to the work
25 shift the day the holiday is taken.

1 G. Part or all of a personal holiday may be donated to another employee for
2 shared leave as provided in [RCW 41.04.665](#). Any remaining portions of a
3 personal holiday must be taken as one (1) absence, not to exceed the work
4 shift on the day of absence.

5 H. Part or all of a personal holiday may be used for:

- 6 1. The care of family members as required by the Family Care Act,
7 [WAC 296-130](#);
- 8 2. Leave as required by the Military Family Leave Act, [RCW 49.77](#)
9 and in accordance with [Section 19.13](#); or
- 10 3. Leave as required by the Domestic Violence Leave Act,
11 [RCW 49.76](#).

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

TENTATIVE AGREEMENT REACHED

For the Employer:



9/7/2022

Gina L. Comeau, OFM Date
OFM/SHR Labor Negotiator

For the Union:



September 11, 2022

Amanda Hacker Date
Contract Administration
Director,
WPEA Higher Education

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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.

1 **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)

2

3 **12.5 Vacation Scheduling for 24/7 Operations**

4 Vacation requests will be considered on a first-come, first-served basis. In the event
5 that two (2) or more employees request the same vacation period, the supervisor
6 may limit the number of people who may take vacation leave at one (1) time due to
7 business needs and work requirements.

1 **12.6 Vacation Scheduling for All Employees**

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

3 B. When considering requests for vacation leave, the Employer will take into
4 account the desires of the employee but may require that leave be taken at
5 a time convenient to the Employer. The Employer may designate black-out
6 periods to address operational needs with advance notice. The Employer
7 may approve vacation requests during the black-out period on a case-by-
8 case basis.

9 C. Employees will not request or be authorized to take scheduled vacation
10 leave if they will not have sufficient vacation leave to cover such absence
11 at the time the leave will commence.

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

14 **12.7 Family Care Leave**

15 Employees may use vacation leave for care of family members as required by the
16 Family Care Act, [WAC 296-130](#).

17 **12.8 Military Family Leave**

18 Employees may use vacation leave for leave as required by the Military Family
19 Leave Act, [RCW 49.77](#) and in accordance with [Section 19.13](#).

20 **12.9 Domestic Violence Leave**

21 Employees may use vacation leave for leave as required by the Domestic Violence
22 Leave Act, [RCW 49.76](#).

23 **12.10 Use of Vacation Leave for Sick Leave Purposes**

24 The Employer may allow an employee who has used all of their sick leave to use
25 vacation leave for sick leave purposes as provided in [Subsection 13.2 A](#). An

1 employee who has used all of their sick leave may use vacation leave for sick leave
2 purposes as provided in [Subsection 13.2 B-H](#).

3 **12.11 Emergency Childcare**

4 Employees may use vacation leave for childcare emergencies after the employee
5 has exhausted all of their accrued compensatory time. Use of vacation leave and
6 sick leave for emergency childcare is limited to a combined maximum of ~~six (6)~~
7 ~~four (4)~~ days per calendar year.

8 **12.12 Vacation Cancellation**

9 A. Should the Employer be required to cancel scheduled vacation leave
10 because of an emergency or exceptional business needs, affected employees
11 may select new vacation leave from available dates. In the event the affected
12 employee has incurred non-refundable, out-of-pocket, vacation expense, the
13 employee may be reimbursed by the Employer.

14 B. In those cases where an employee will not have sufficient vacation leave to
15 cover the absence at the time it is scheduled to commence, the Employer
16 may cancel the approved vacation leave or authorize leave without pay.
17 Should the Employer cancel the vacation leave due to insufficient vacation
18 leave, the affected employee will not be reimbursed for any vacation
19 expenses.

20 **12.13 Vacation Leave Maximum**

21 In accordance with RCW 43.01.040, eEmployees may accumulate maximum
22 vacation balances not to exceed two hundred forty (240) hours. However, there are
23 two (2) exceptions that allow vacation leave to accumulate above the maximum:

24 A. If an employee's request for vacation leave is denied by the Employer, and
25 the employee is close to the vacation leave maximum, the institution will
26 grant an extension for each month that the institution must defer the
27 employee's request for vacation leave.

1 B. An employee may also accumulate vacation leave days in excess of two
2 hundred forty (240) hours as long as the employee uses the excess balance
3 prior to their anniversary date. Any leave in excess of the maximum that is
4 not deferred in advance of its accrual as described will be lost on the
5 employee's anniversary date.

6 **12.14 Separation**

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

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

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

TENTATIVE AGREEMENT REACHED

For the Employer:

For the Union:



9/7/2022

September 11, 2022

Gina L. Comeau, OFM Date
OFM/SHR Labor Negotiator

Amanda Hacker Date
Contract Administration
Director,
WPEA Higher Education

1 **ARTICLE 13**

2 **SICK LEAVE**

3 **13.1 Sick Leave Accrual**

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

5 A. Employees working a full-time schedule and in pay status for eighty (80)
6 non-overtime hours in a calendar month will accrue eight (8) hours of sick
7 leave. In accordance with the Minimum Wage Requirements and Labor
8 Standards, [RCW 49.46.210](#), overtime-eligible employees, who have been
9 on leave without pay that exceeds ten (10) working days in a calendar
10 month, will accrue sick leave at the rate of one (1) hour of sick leave per
11 forty (40) hours worked up to a maximum of eight (8) hours of sick leave
12 in a month. For overtime-exempt employees, sick leave will not accrue
13 during leave without pay that exceeds ten (10) working days in a calendar
14 month.

15 B. Employees working less than a full-time schedule will accrue sick leave on
16 the same proportional basis that their employment schedule bears to a full-
17 time schedule.

18 C. Sick leave accruals for the prior calendar month will be credited and
19 available for employee use the first of the next calendar month.

20 D. This Section and the entire Article 13 do not apply to those part-time hourly
21 appointments covered in [Appendix D](#).

22 **13.2 Sick Leave Use**

23 Sick leave may be used for:

24 A. A personal illness, injury or medical disability that prevents the employee
25 from performing their job, or personal medical or dental appointments.

- 1 B. Care of family members as required by the State Family Care Act, RCW
2 49.12, and Family Care Rules, [WAC 296-130 and for the purposes and](#)
3 [family members as defined by RCW 49.46, the Minimum Wage](#)
4 [Requirements and Labor Standards, 49.46.210, family members to include](#)
5 [a:](#)
- 6 1. Child, including a biological, adopted, or foster child, stepchild, or
7 a child to whom the employee stands *in loco parentis*, is a legal
8 guardian, or is a de facto parent, regardless of age or dependency
9 status;
- 10 2. Biological, adoptive, de facto, or foster parent, stepparent, or legal
11 guardian of an employee or the employee's spouse or registered
12 domestic partner, or a person who stood *in loco parentis* when the
13 employee was a minor child;
- 14 3. Spouse;
- 15 4. Registered domestic partner, as defined by [RCW 26.60](#);
- 16 5. Grandparent;
- 17 6. Grandchild;
- 18 7. Sibling; or
- 19 8. Other category as provided by [RCW 49.46.210](#).
- 20 C. A death of any relative or household member that requires the employee's
21 absence from work. Relatives are defined for this purpose as spouse,
22 domestic partner, significant other, legal ward, child, grandchild, great-
23 grandchild, foster child, child-in-law, grandparent, great-grandparent,
24 parent, sibling, sibling of one's parent, child of one's sibling, first cousin,

1 sibling-in-law and corresponding relatives of employee's spouse, domestic
2 partner or significant other.

3 D. Childcare emergencies after the employee has exhausted all their accrued
4 compensatory time. Use of sick leave and vacation leave for emergency
5 childcare is limited to a combined maximum of ~~six (6) four (4)~~ days per
6 calendar year.

7 E. Closure of an Employer's place of business, in accordance with the
8 Minimum Wage Requirements and Labor Standards, [RCW 49.46.210](#), by
9 order of a public official for any health-related reason, or when an
10 employee's child's school or place of care has been closed for such a reason.
11 Health-related reason, as defined in [WAC 296-128-600 \(8\)](#), means a serious
12 public health concern that could result in bodily injury or exposure to an
13 infectious agent, biological toxin, or hazardous material. Health-related
14 reason does not include closure for inclement weather.

15 F. Leave for Military Family Leave Act as required by [RCW 49.77](#) and in
16 accordance with [Section 19.13](#).

17 G. Leave for Domestic Violence Leave as required by [RCW 49.76](#).

18 **13.3 Use of Compensatory Time or Vacation Leave for Sick Leave Purposes**

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

21 **13.4 Restoration of Vacation Leave**

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

1 **13.5 Sick Leave Reporting, Certification and Verification**

2 A. An employee must promptly notify their supervisor on the first day of sick
3 leave and each day after, unless there is mutual agreement to do otherwise.
4 If an employee is in a position where a relief replacement is necessary if
5 they are absent, they will notify the supervisor at least two (2) hours prior
6 to the scheduled time to report to work (excluding leave taken for
7 emergencies in accordance with [RCW 49.76](#) – Domestic Violence Leave).

8 B. The Employer may require a written medical certificate for any sick leave
9 absence explaining the nature of the illness or absence in circumstances
10 where the Employer suspects an abuse of sick leave. Such medical
11 certification or verification required of overtime-eligible employees shall be
12 in accordance with the Minimum Wage Requirements and Labor Standards,
13 [RCW 49.46.210](#) and [WACs 296-128-600](#) et seq. sick leave provisions.
14 When a medical certificate is required, the Employer will state reasons for
15 suspicion of sick leave abuse. The Employer will not require continuous
16 medical verification for longer than six (6) months as a result of the
17 Employer suspecting abuse. The required medical certificate will be
18 provided by the employee to the Human Resources Office on the day the
19 employee returns to work.

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

25 **13.6 Sick Leave Annual Cash Out**

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

- 1 A. Their sick leave balance at the end of the previous calendar year exceeds
2 four hundred eighty (480) hours;
- 3 B. The converted sick leave hours do not reduce their previous calendar year
4 sick leave balance below four hundred eighty (480) hours; and
- 5 C. The employee notifies their payroll office by January 31st that they would
6 like to convert sick leave hours earned during the previous calendar year,
7 minus any sick leave hours used during the previous year, to cash.

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

9 **13.7 Sick Leave Separation Cash Out**

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

15 **13.8 Reemployment**

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

TENTATIVE AGREEMENT REACHED

For the Employer:

For the Union:



9/12/2022

September 15, 2022

Gina L. Comeau, OFM Date
OFM/SHR Labor Negotiator

Amanda Hacker Date
Contract Administration
Director,
WPEA Higher Education

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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

- 1.- Is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition;
2. Is sick or temporarily disabled because of pregnancy disability;
3. Is taking parental leave to bond with their newborn, adoptive, or foster child;
4. ~~Is~~ called to service in the uniformed services;
5. 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;
6. 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.
7. ~~who is r~~ Is responding to a state of emergency anywhere within the United States declared by the federal or any state government;
8. ~~who i~~ Is a victim of domestic violence, sexual assault, or stalking;

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~~has been called to service in the uniformed services; who is responding to a state of emergency anywhere within the United States declared by the federal or any state government; who is a victim of domestic violence, sexual assault, or stalking; or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate their employment.~~

For purposes of the leave sharing program, the following definitions apply:

- A. "Domestic violence" means physical harm, bodily injury, assault, 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](#).
- B. "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 ~~temporary part-time~~ hourly appointments under [Appendix D](#).
- C. "Employee's relative" normally will be limited to the employee's spouse, state registered domestic partner as defined by [RCWs 26.60.020](#) and [26.60.030](#), child, stepchild, grandchild, great-grandchild, grandparent, great-grandparent or parent.
- D. "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

1 legal wards. The term does not include persons sharing the same general
2 house when the living style is primarily that of a dormitory or commune.

3 E. "Parental leave" means leave to bond and care for a newborn child after
4 birth or to bond and care for a child after placement for adoption or foster
5 care, for a period of up to sixteen (16) weeks after the birth or placement, in
6 accordance with [RCW 41.04.655\(3\)](#). If the birth parent suffers from a
7 pregnancy disability, the period of sixteen (16) weeks begins immediately
8 after the pregnancy disability has ended provided that the parental leave is
9 used within the first year of the child's life.

10 F. "Pregnancy disability" means a pregnancy-related medical condition or
11 miscarriage, in accordance with [RCW 41.04.655\(4\)](#).

12 G. "Service in the uniformed services" means the performance of duty on a
13 voluntary or involuntary basis in a uniformed service under competent
14 authority and includes active duty, active duty for training, initial active
15 duty for training, inactive duty training, full-time national guard duty
16 including state-ordered active duty, and a period for which a person is
17 absent from a position of employment for the purpose of an examination to
18 determine the fitness of the person to perform any such duty.

19 H. "Severe" or "extraordinary" condition is defined as provided in
20 [WAC 357- 31-395](#).

21 I. "Sexual assault" has the same meaning as in [RCW 70.125.030](#).

22 J. "Stalking" has the same meaning as in [RCW 9A.46.110](#).

23 K. "Uniformed services" means the Armed Forces, the Army National Guard,
24 and the air national guard of any state, territory, commonwealth, possession,
25 or district when engaged in active duty for training, inactive duty training,
26 full-time national guard duty, or state active duty, the commissioned corps

1 of the public health service, the Coast Guard, and any other category of
2 persons designated by the President of the United States in time of war or
3 national emergency.

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

6 **14.2 Shared Leave Receipt**

7 A. The Employer may permit an employee to receive shared leave if the
8 employee meets any of the following criteria:

9 1. The employee suffers from, or has a relative or household member
10 suffering from, an illness, injury, impairment, or physical or mental
11 condition which is of an extraordinary or severe nature;

12 2. ~~The employee is sick or temporarily disabled because of pregnancy~~
13 ~~disability, as defined in Subsection 14.1F; The employee has been~~
14 ~~called to service in the uniformed services;~~

15 3. ~~The employee needs the time for parental leave as defined in~~
16 ~~Subsection 14.1E;~~

17 43. A state of emergency has been declared anywhere within the United
18 States by the federal or any state government and the employee has
19 the needed skills to assist in responding to an emergency or its
20 aftermath and volunteers their services to either a governmental
21 agency or to a nonprofit organization engaged in humanitarian relief
22 in the devastated area, and the governmental agency or nonprofit
23 organization accepts the employee’s offer of volunteer services;

24 4. ~~The employee is a victim of domestic violence, sexual assault, or~~
25 ~~stalking;~~

1 ~~5. The employee needs the time for parental leave as defined in~~
2 ~~Subsection 14.1 E; or~~

3 ~~6. The employee is sick or temporarily disabled because of pregnancy~~
4 ~~disability, as defined in Subsection 14.1 F.~~

5 ~~5. The employee has been called to service in the uniform services;~~

6 ~~6. The employee is a current member of the uniform services or a~~
7 ~~veteran as defined under RCW 41.04.005, and is attending medical~~
8 ~~appointments or treatments for a service connected injury or~~
9 ~~disability;~~

10 ~~7. The employee is a spouse of a current m-ember of the uniformed~~
11 ~~services or veteran as defined under RCW 41.04.005, who is~~
12 ~~attending medical appointments or treatments for a service~~
13 ~~connected injury or disability and requires assistance while~~
14 ~~attending appointments or treatments; or~~

15 ~~8. The employee is a victim of domestic violence, sexual assault, or~~
16 ~~stalking.~~

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

21 1. Go on leave without pay status; or

22 2. Terminate state employment.

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

24 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)(~~5~~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~~3) or 14.2(A)(~~8~~4). 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~~5). ~~or (A)(6).~~ 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 5. Verification of childbirth or placement of adoption or foster care,
2 when the employee is qualified under Subsection 14.2(A)(5); or

3 6. Medical certification from a licensed physician or health care
4 provider verifying the pregnancy disability when the employee is
5 qualified under Subsection 14.2(A)(6).

6 C. The Employer should consider other methods of accommodating the
7 employee’s needs such as modified duty, modified hours, flex-time or
8 special assignments in lieu of shared leave usage.

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

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

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

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

22 **14.4 Leave Donation**

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

25 A. The Employer approves the employee’s request to donate a specified
26 amount of vacation to an employee authorized to receive shared leave; and

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

4 2. Employees may not donate excess vacation leave that they would
5 not be able to take due to an approaching anniversary date, unless
6 an employee’s request for vacation leave was denied and the
7 vacation leave was deferred.

8 B. The Employer approves the employee’s request to donate a specified
9 amount of sick leave to an employee authorized to receive shared leave. The
10 employee’s request to donate sick leave will not cause their sick leave
11 balance to fall below one hundred seventy-six (176) hours after the transfer.

12 C. The Employer approves the employee’s request to donate all or part of their
13 personal holiday to an employee authorized to receive shared leave.

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

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

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

22 **14.5 Shared Leave Administration**

23 A. The calculation of the recipient’s leave value will be in accordance with
24 applicable Office of Financial Management (OFM) policies, regulations,
25 and procedures. The leave received will be coded as shared leave and be
26 maintained separately from all other leave balances.

- 1 1. An employee receiving industrial insurance replacement benefits
2 may not receive greater than twenty-five percent (25%) of their base
3 salary from the receipt of shared leave.
- 4 2. Shared leave may be used intermittently or on nonconsecutive days
5 as long as the leave has not been returned under Section 14.5 F of
6 this Article.
- 7 B. An employee on shared leave will continue to be classified as a state
8 employee and will receive the same treatment in respect to salary, wages,
9 and employee benefits as the employee would normally receive if using
10 accrued vacation or sick leave.
- 11 C. All salary and wage payments made to employees while on leave will be
12 made by the state agency, higher education institution, school district or
13 educational service district employing the person receiving the leave.
- 14 D. Where the Employer has approved the transfer of leave by an employee of
15 one (1) state agency, higher education institution, school district or
16 education service district to an employee of another state agency, higher
17 education institution, school district or education service district, the state
18 agencies, higher education institutions, school district or educational service
19 districts involved will arrange for the transfer of funds and credit for the
20 appropriate value of leave in accordance with OFM policies, regulations,
21 and procedures.
- 22 E. Leave transferred under this Article will not be used in any calculation to
23 determine a state agency's, higher education institutions, school district's
24 or educational service district's allocation of full-time equivalent staff
25 positions.
- 26 F. Any shared leave no longer needed or will not be needed at a future time in
27 connection with the original injury or illness or for any other qualifying

1 condition by the recipient, as determined by the agency head or designee,
2 will be returned to the donor(s). Unused leave approved for an employee
3 who suffers from an illness, injury, impairment, or physical or mental
4 condition which is of an extra ordinary or severe in nature may not be
5 returned until the conditions in RCW 41.04.665(10)(a)(i) or (ii) are met. ~~one~~
6 (1) of the following occurs:

- 7 ~~1. The Employer receives a statement from the employee's doctor verifying~~
8 ~~the injury or illness is resolved; or~~
- 9 ~~2. The employee is released to full-time employment, has not received~~
10 ~~additional medical treatment for their current condition or any other~~
11 ~~qualifying condition for at least six (6) months, and the employee's doctor~~
12 ~~has declined, in writing, the employee's request for a statement indicating~~
13 ~~the employee's condition has been resolved.~~

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

- 19 G. Unused shared leave may not be cashed out but will be returned to the
20 donors per Subsection 14.5 F.
- 21 H. An employee who uses leave that is transferred under this Article will not
22 be required to repay the value of the leave that they used.
- 23 I. If a shared leave request is closed and an employee later has a need to use
24 shared leave due to the same condition listed in the closed request, the
25 Employer must approve a new shared leave request for the employee.

1 **14.6 Grievability**

2 Denial of shared leave may only be processed through Step 2 of the is not subject
3 ~~to the~~ grievance procedure in [Article 30](#).

TENTATIVE AGREEMENT REACHED

For the Employer:



8/31/2022

Gina L. Comeau, OFM Date
OFM/SHR Labor Negotiator

For the Union:



September 5, 2022

Amanda Hacker Date
Contract Administration
Director,
WPEA Higher Education

1 **ARTICLE 15**

2 **UNIFORMED SERVICE SHARED LEAVE POOL**

3 15.1 The Employer agrees to follow RCW 41.04.685 and the OFM rules and policies
4 governing the donation and use of shared leave from the uniformed services shared
5 leave pool. The Employer will adopt policies consistent with the needs of the
6 employees. Employees requesting to donate to or receive leave from the uniformed
7 service shared leave pool must follow their Employer’s policies and procedures
8 addressing uniformed service shared leave.

9
10 **Purpose**

11 ~~The uniformed service shared leave pool was created so that state employees who~~
12 ~~are called to service in the uniformed services will be able to maintain a level of~~
13 ~~compensation and employee benefits consistent with the amount they would have~~
14 ~~received had they remained in active state service. The uniformed service shared~~
15 ~~leave pool allows employees to donate leave to be used as shared leave to fellow~~
16 ~~state employees called to service in the uniformed services. Employee participation~~
17 ~~will be voluntary at all times. The Military Department and the Office of Financial~~
18 ~~Management/State Human Resources will administer the pool.~~

19 **15.2 Definitions**

20 ~~For purposes of this Article only, the following definitions apply:~~

21 ~~A. “Employee” means any employee who is entitled to accrue sick leave or~~
22 ~~vacation leave and for whom accurate leave records are maintained.~~

23 ~~B. “Military salary” includes base, specialty and other pay, but does not~~
24 ~~include allowances such as the basic allowance for housing.~~

1 ~~C. “Monthly salary” includes monthly salary, special pay and shift differential,~~
2 ~~or the monthly equivalent for hourly employees. “Monthly salary” does not~~
3 ~~include overtime pay, callback pay, standby pay or performance bonuses.~~

4 ~~D. “Service in the uniformed services” means the performance of duty on a~~
5 ~~voluntary or involuntary basis in a uniformed service under competent~~
6 ~~authority and includes active duty, active duty for training, initial active~~
7 ~~duty for training, inactive duty training, full-time national guard duty~~
8 ~~including state ordered active duty, and a period for which a person is~~
9 ~~absent from a position of employment for the purpose of an examination to~~
10 ~~determine the fitness of the person to perform any such duty.~~

11 ~~E. “Uniformed services” means the armed forces, the Army National Guard,~~
12 ~~and the Air National Guard of any state, territory, commonwealth,~~
13 ~~possession, or district when engaged in active duty for training, inactive~~
14 ~~duty for training, full-time national guard duty, or state active duty, the~~
15 ~~commissioned corps of the public health service, the Coast Guard and any~~
16 ~~other category of persons designated by the President of the United States~~
17 ~~in time of war or national emergency.~~

18 **~~15.3 Participation~~**

19 ~~A. An employee may be eligible to receive leave from the uniformed service~~
20 ~~shared leave pool under the following conditions:~~

21 ~~1. The employee is entitled to accrue vacation leave, sick leave, or a~~
22 ~~personal holiday.~~

23 ~~2. The employee has been called to service in the uniformed services.~~

24 ~~3. The call to service has caused, or is likely to cause, the employee to~~
25 ~~go on leave without pay status or terminate state employment.~~

26 ~~4. The employee’s absence and the use of shared leave are justified.~~

1 ~~5. The employee has depleted or will shortly deplete their annual leave~~
2 ~~and paid military leave. The employee is not required to deplete all~~
3 ~~of their annual leave and paid military leave allowed under~~
4 ~~RCW 38.40.060 and can maintain up to forty hours of annual leave~~
5 ~~and forty hours of paid military leave.~~

6 ~~6. The employee has followed the Employer's policy regarding~~
7 ~~military leave.~~

8 ~~B. An employee may donate vacation leave, sick leave, or all or part of a~~
9 ~~personal holiday to the uniformed service shared leave pool under the~~
10 ~~following conditions:~~

11 ~~1. The donating employee may donate any amount of vacation leave,~~
12 ~~provided the donation does not cause the employee's vacation leave~~
13 ~~balance to fall below eighty (80) hours. For part-time employees,~~
14 ~~requirements for vacation leave balances will be prorated.~~

15 ~~2. The donating employee may donate any specified amount of sick~~
16 ~~leave, provided the donation does not cause the employee's sick~~
17 ~~leave balance to fall below one hundred seventy six (176) hours~~
18 ~~after the transfer.~~

19 ~~3. The donating employee may donate all or part of a personal holiday.~~

20 ~~**15.4 Process**~~

21 ~~A. Employees requesting to donate to or receive leave from the uniformed~~
22 ~~service shared leave pool must follow their Employer's policies and~~
23 ~~procedures addressing uniformed service shared leave.~~

24 ~~B. Employees requesting to receive leave from the uniformed service shared~~
25 ~~leave pool must also comply with the Military Department procedures for~~
26 ~~requesting and receiving leave from the uniformed service shared leave~~

1 ~~pool. Employees requesting leave from the uniformed service shared leave~~
2 ~~pool should provide the Employer an earnings statement verifying military~~
3 ~~salary and orders of service, most current state leave and earnings statement,~~
4 ~~a completed uniformed service shared leave pool recipient request form,~~
5 ~~and notification of any change. The employee must also provide copies of~~
6 ~~earnings statements and orders of service when requested by the Military~~
7 ~~Department.~~

8 ~~C. Shared leave may not be granted unless the pool has a sufficient balance to~~
9 ~~fund the requested leave for the expected term of service.~~

10 ~~D. Shared leave, in combination with military salary, will not exceed the level~~
11 ~~of the employee's state monthly salary. Up to eight (8) hours per month of~~
12 ~~shared leave may be withdrawn and used to continue coverage under the~~
13 ~~Public Employees Benefit Board, regardless of the employee's monthly~~
14 ~~salary and military salary.~~

15 ~~E. The receiving employee continues to be classified as a state employee and~~
16 ~~receives the same treatment in respect to salary, wages, and employee~~
17 ~~benefits as the employee would normally receive if using accrued vacation~~
18 ~~or sick leave.~~

19 ~~F. The Employer will investigate any alleged abuse of the uniformed service~~
20 ~~shared leave pool and on a finding of wrongdoing, the employee may be~~
21 ~~required to repay all of the shared leave received from the pool.~~

22 **15.25** This Article is only not subject to Step 2 of the grievance procedure in Article 30.

TENTATIVE AGREEMENT REACHED

For the Employer:



8/29/2022

Gina L. Comeau, OFM Date
OFM/SHR Labor Negotiator

For the Union:



September 5, 2022

Amanda Hacker Date
Contract Administration
Director,
WPEA Higher Education

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 ~~Consistent~~ 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 tThe 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 ~~M~~medical ~~L~~leave (FML) to care for a spouse, child, or parent ~~or state registered domestic partner as defined by RCWs 26.60.020 and 26.60.030~~ who suffers from a serious health condition that requires on-site care or supervision by the employee; and/or
4. ~~Family medical leave~~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.

1 Qualifying exigencies include attending certain military events,
2 arranging for alternate childcare, addressing certain financial and
3 legal arrangements, attending certain counseling sessions, and
4 attending post-deployment reintegration briefings.

5 B. Military Caregiver Leave will be provided to an eligible employee who is
6 the spouse, child of any age, parent or next of kin of a covered
7 servicemember to take up to twenty-six (26) workweeks of leave in a single
8 twelve (12) month period to care for the covered servicemember or veteran
9 who is suffering from a serious illness or injury in the line of duty.

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

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

18 C. Entitlement to ~~FML~~~~family medical leave~~ for the care of a newborn child or
19 newly adopted or foster child ends twelve (12) months from the date of birth
20 or the placement of the foster or adopted child. ~~Pregnancy disability leave~~
21 ~~will be granted for the period of time an employee is sick or temporarily~~
22 ~~disabled because of pregnancy and/or childbirth and will be in addition to~~
23 ~~any leave granted under family medical leave or Washington state leave~~
24 ~~laws.~~

25 D. The one thousand, two hundred fifty (1,250) hour eligibility requirement
26 noted does not count vacation leave, sick leave, personal holidays,
27 compensatory time off, or shared leave.

1 **16.2** The ~~FML family medical leave~~ entitlement period will be a twelve (12) month
2 period measured forward from the date an employee begins ~~FML family medical~~
3 ~~leave~~. Each time an employee takes ~~FML family medical leave~~ during the twelve
4 (12) month period, the leave will be subtracted from the twelve (12) workweeks of
5 available leave. The Employer will respond in writing to ~~FML family medical leave~~
6 requests as soon as practicable but no later than seven (7) calendar days of receipt
7 of a properly completed request.

8 **16.3** The Employer will continue the employee's existing employer-paid health
9 insurance benefits during the period of leave covered by ~~FML family medical leave~~.
10 The employee will be required to pay their share of health care premiums.

11 **16.4** The Employer has the authority to designate absences that meet the criteria of the
12 ~~FML family medical leave~~. The use of any paid or unpaid leave (excluding leave
13 for work-related illness or injury covered by workers compensation and
14 compensatory time) for a ~~FML family medical leave~~ qualifying event will run
15 concurrently with, not in addition to, the use of ~~FML family medical leave~~ for that
16 event. Any employee using paid leave during a ~~FML family medical leave~~
17 qualifying event must follow the notice and certification requirements relating to
18 ~~FML family medical leave~~ usage in addition to any notice and certification
19 requirements relating to the paid leave.

20 **16.5** The Employer may require certification from the employee's, family member's, or
21 covered servicemember's health care provider for the purpose of qualifying for
22 ~~FML family medical leave~~.

23 **16.6** Personal medical leave, serious health condition leave, or serious injury or illness
24 leave covered by ~~FML family medical leave~~ may be taken intermittently when
25 certified as medically necessary. Employees must make reasonable efforts to
26 schedule leave for planned medical treatment so as not to unduly disrupt the
27 Employer's operations. Leave due to qualifying exigencies may also be taken on
28 an intermittent basis.

1 **16.7** Upon returning to work after the employee's own ~~FML family medical leave~~
2 qualifying illness, the employee will be required to provide a fitness-for-duty
3 certificate from a health care provider.

4 **16.8** The employee will provide the Employer with not less than thirty (30) days' notice
5 before ~~FML family medical leave~~ is to begin. If the need for the leave is
6 unforeseeable thirty (30) days in advance, then the employee will provide such
7 notice as is reasonable and practicable.

8 **16.9** An employee returning from ~~FML family medical leave~~ will have return rights in
9 accordance with FMLA.

10 **16.10** Definitions used in this Article will be in accordance with the FMLA. The parties
11 recognize that the Department of Labor is working on further defining the
12 amendments to FMLA. The Employer and the employees will comply with existing
13 and any adopted federal FMLA regulations and/or interpretations.

14 **16.11 Pregnancy Disability Leave**

15 A. Pregnancy disability leave will be granted for the period of time an
16 employee is sick or temporarily disabled because of pregnancy and/or
17 childbirth and will be in addition to any leave granted under family medical
18 leave or Washington state leave laws.

19 B. An employee must submit a written request for disability leave due to
20 pregnancy and/or childbirth in accordance with agency policy. An
21 employee may be required to submit medical certification or verification for
22 the period of the disability. Such leave due to pregnancy and/or childbirth
23 may be a combination of sick leave, vacation leave, personal holiday,
24 compensatory time, exchange time, shared leave, and leave without pay.
25 The combination and use of paid and unpaid leave will be the choice of the
26 employee.

27

1 **16.12 Washington Paid Family Medical and Leave Program**

2 **A.** The parties recognize that the Washington State Paid Family and Medical Leave
3 (PFML) Program (Title 50.A RCW-50A.05) is in effect and eligibility for and
4 approval of leave for purposes as described under that Program shall be in
5 accordance with Title 50A RCW-50A.05. In the event that the legislature amends
6 all or part of Title 50A RCW-50A.05, those amendments are considered by the
7 parties to be incorporated herein. In the event that the legislature repeals all or part
8 of Title 50A RCW-50A.05, those provisions that are repealed are considered by the
9 parties to be expired and no longer in effect upon the effective date of their repeal.

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

TENTATIVE AGREEMENT REACHED

For the Employer:



8/28/2022

Gina L. Comeau, OFM Date
OFM/SHR Labor Negotiator

For the Union:



September 5, 2022

Amanda Hacker Date
Contract Administration
Director,
WPEA Higher Education

1 **ARTICLE 17**

2 **SUSPENDED OPERATIONS**

3 **17.1** If the Employer determines for any reason, including but not limited to, inclement
4 weather, that health, property or safety is jeopardized and it is advisable due to
5 emergency conditions to suspend the operation of all or any portion of the
6 college/district buildings or operations, the Employer will notify employees per the
7 Employer's notification procedure. The following will govern employees:

8 A. Employees scheduled and not required to work during a late start, an early
9 closure or total suspended operations will have no loss in pay for all late
10 starts, early closures and the first day of total suspended operations.

11 B. The following options will be made available to the affected employees who
12 are not required to work for the balance of the total suspended operations:

- 13 • Vacation leave;
- 14 • Personal holiday;
- 15 • Personal leave;
- 16 • Accrued compensatory time (where applicable);
- 17 • Sick leave;
- 18 • Leave without pay; or
- 19 • Make up lost time through employee-requested schedule changes in
20 accordance with [Subsections 7.3 F](#), [7.9 F](#) and [7.9 G](#).

21 C. At the Employer's discretion and approval, affected employees who are not
22 required to work during the balance of suspended operations may be offered
23 the option to work remotely or reassigned to a similar position at a location

1 within a reasonable commute distance from the non-operational location
2 during the suspended operations.

3 D. Employees who are not required to work but whose work shift starts prior
4 to an announcement of a subsequent day of total suspended operations will
5 be paid for actual hours worked and [Subsection 17.1](#) B and C will apply for
6 the balance of the work schedule after the announcement.

7 E. The Employer will identify the services required during late starts, early
8 closures and total suspended operations and notify employees required to
9 work in accordance with the Employer’s suspended operations procedures.
10 Upon request, the Human Resources Office will make the suspended
11 operations written procedures available to an employee.

12 F. Employees who are required to work during late starts, early closures and
13 total suspended operations will be paid for all hours worked plus an
14 additional eight (8) hours at their regular pay rate. The additional eight (8)
15 hours of pay shall not be counted as hours worked for purposes of
16 calculating overtime.

17 G. Employees not receiving callback, who are required to work during late
18 starts, early closures, and total suspended operations will receive a
19 minimum of two (2) hours of pay for each day worked.

20 H. Any overtime worked during suspended operations will be compensated
21 according to [Article 8](#), Overtime.

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

25 **17.2** The options listed in Subsection 17.1 B, will be made available to employees who
26 report to work late, leave work early or are unable to report to work due to severe

1 inclement weather. In addition, employees may use sick leave for childcare
2 emergencies, if applicable, per [Subsection 13.2 D](#).

3 **17.3** If a work location is fully operational but an employee is unable to report to work
4 or remain at work because of severe inclement weather, conditions caused by severe
5 inclement weather or natural disaster, the employee's leave will be charged in the
6 following order:

7 A. Any earned compensatory time;

8 B. Any accrued vacation leave;

9 C. Any accrued sick leave, up to a maximum of three (3) days in any calendar
10 year;

11 D. Leave without pay.

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

16 **17.4** Employees on pre-approved leave will not have their leave reversed due to
17 suspended operations, unless that leave was granted under Section 17.3, because
18 they were unable to report to the worksite that subsequently closed based on severe
19 inclement weather.

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TENTATIVE AGREEMENT REACHED

For the Employer:



9/12/2022

Gina L. Comeau, OFM Date
OFM/SHR Labor Negotiator

For the Union:



September 15, 2022

Amanda Hacker Date
Contract Administration
Director,
WPEA Higher Education

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.

1 **18.3 Military Leave**

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

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

9 B. During military leave, the employee will receive the normal base pay.
10 Employees required to appear during working hours for a physical
11 examination to determine physical fitness for military service will receive
12 full pay for the time required to complete the examination.

13 **18.4 Parental Leave**

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

17 A. Parental leave will not total more than six (6) months, and will run
18 concurrently with leave granted under [Article 16](#), Family and Medical
19 Leave, and any pregnancy disability leave following the birth or placement
20 of a child.

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

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

25 D. The employee will submit a written request for parental leave to the
26 Employer and must receive the approval prior to taking parental leave. The

1 employee will provide not less than thirty (30) days' notice, except that if
2 the child's birth or placement requires leave to begin in less than thirty (30)
3 days, the employee will provide notice as is practicable.

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

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

13 **18.5 Pregnancy Disability Leave**

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

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

21 **18.6 Temporary Disability Leave**

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

26 A. Temporary disability leave will run concurrently with leave granted under
27 [Article 16](#), Family and Medical Leave. Temporary disability leave will not

1 total more than twelve (12) months or two thousand, eighty-eight (2088)
2 straight-time hours. For the purposes of intermittent use (i.e. when
3 temporary disability leave is not taken continuously), each hour taken will
4 be deducted from the balance of temporary disability leave available.

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

8 The Employer may require employees to exhaust all paid leave prior to using any
9 leave without pay for temporary disability leave, except that the employee will be
10 allowed to use eight (8) hours per month of accrued paid leave during each month
11 of temporary disability leave to provide for continuation of benefits as provided by
12 the Public Employees Benefits Board. The Employer will designate on which day
13 of each month the eight (8) hours paid leave will be used.

14 **18.7 Civil Duty Leave**

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

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

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

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

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

10 **18.8 Employee Assistance Program**

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

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

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

20 **18.9 Interviews**

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

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

1 **18.10 Life-Giving Procedures, Blood Platelet and Fluid Donations**

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

8 "Life-giving procedure" is defined as a medically-supervised procedure
9 involving the testing, sampling, or donation of blood, platelets, organs,
10 fluids, tissues, and other human body components for the purposes of
11 donation, without compensation, to a person or organization for medically
12 necessary treatments. Employees will provide reasonable advance notice
13 and written proof from an accredited medical institution, physician or other
14 medical professional that the employee participated in a life-giving
15 procedure. The notice will include any expected duration of incapacity to
16 work for recovery purposes. Employers may take into account program and
17 staffing replacement requirements in the scheduling of leave for life-giving
18 procedures and subsequent recovery.

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

1 **18.11 Personal Leave**

2 A. An employee may choose ~~two (2)~~ three (3) workdays as personal leave days
3 each fiscal year during the life of this Agreement if the employee has been
4 continuously employed by the college/district for more than four (4)
5 months.

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

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

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

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

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

18 C. Personal leave may not be carried over.

19 D. The pay of an employee's personal leave day is equivalent to the
20 employee's work shift on the day selected for the personal leave day
21 absence.

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

24 1. The care of family members as required by the Family Care Act,
25 [WAC 296-130](#);

- 1 2. Leave as required by the Military Family Leave Act, [RCW 49.77](#)
- 2 and in accordance with [Section 19.13](#); or
- 3 3. Leave as required by the Domestic Violence Leave Act,
- 4 [RCW 49.76](#).
- 5 4. Any remaining portions of a personal leave day must be taken as
- 6 one (1) absence, not to exceed the work shift on the day of the
- 7 absence.

TENTATIVE AGREEMENT REACHED

For the Employer:

For the Union:



9/5/2022

September 5, 2022

Gina L. Comeau, OFM Date
OFM/SHR Labor Negotiator

Amanda Hacker Date
Contract Administration
Director,
WPEA Higher Education

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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

1 organization. Leave without pay may only be denied if the employee's
2 absence would impose an undue hardship on the Employer as defined by
3 [WAC 82-56](#) or the employee is necessary to maintain public safety.

4 B. The Employer will allow an employee to use compensatory time, personal
5 holiday or vacation leave in lieu of leave without pay. All requests to use
6 compensatory time, personal holiday or vacation leave requests must
7 indicate the leave is being used in lieu of leave without pay for a reason of
8 faith or conscience. An employee's personal holiday must be used in full
9 workday increments.

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

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

16 **19.3** Leave without pay may be granted for the following reasons:

- 17 A. Educational leave;
- 18 B. Child or elder care emergencies;
- 19 C. Governmental service leave;
- 20 D. Citizen volunteer or community service leave;
- 21 E. Conditions applicable for leave with pay;
- 22 F. Union activities (in accordance with [Article 39, Union Activities](#)); and/or
- 23 G. As otherwise provided for in this Agreement.

24 **19.4 Limitations**

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

- 1 1. Compensable work-related injury or illness leave;
- 2 2. Educational leave;
- 3 3. Governmental service leave;
- 4 4. Military leave;
- 5 5. Cyclic employment leave;
- 6 6. Leave for serious health condition taken under the provisions of the
7 Family and Medical Leave ([Article 16](#));
- 8 7. Leave taken voluntarily to reduce the effect of a layoff;
- 9 8. Leave authorized in advance by an appointing authority as part of a
10 plan to reasonably accommodate a person of disability;
- 11 9. Leave to participate in union activities;
- 12 10. Volunteer firefighting leave; and/or
- 13 11. Domestic violence leave.
- 14 B. Leave of absence without pay may be extended for an additional twelve (12)
15 months upon signed request of the employee and signed approval of the
16 appointing authority.

~~C. — Any employee who is on leave without pay for more than twelve (12) months in any consecutive five (5) year period for reasons not listed in A and B will be considered to have resigned their position as provided for in [Article 29, Resignation and Abandonment](#).~~

21 **19.5 Returning Employee Rights**

22 Employees returning from authorized leave without pay will be employed in the
23 same position or in another position in the same job classification, as determined

1 by the Employer, provided that such reemployment is not in conflict with other
2 articles in this Agreement. Prior to the commencement of the leave, the Employer
3 will notify the employee in writing regarding return rights.

4 **19.6 Military Leave**

5 In addition to twenty-one (21) working days of paid leave granted to employees for
6 required military duty, training or drills including those in the National Guard, or
7 state active status, unpaid military leave granted under Article 19.1, above, will be
8 in accordance with [RCW 38.40.060](#) and applicable federal law. Employees on
9 military leave will be reinstated as provided in [RCW 73.16](#) and applicable federal
10 law.

11 **19.7 Educational Leave**

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

14 **19.8 Child or Elder Care Emergencies**

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

17 **19.9 Cyclic Employment Leave**

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

19 **19.10 Governmental Service Leave**

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

22 **19.11 Citizen Volunteer or Community Service Leave**

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

24 **19.12 Volunteer Firefighting Leave**

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

1 **19.13 Military Family Leave**

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

12 **19.14 Domestic Violence Leave**

13 In accordance with the Domestic Violence Leave Act, [RCW 49.76](#), leave without
14 pay, including intermittent leave, will be granted to an employee who is a victim of
15 domestic violence, sexual assault, or stalking. Family members of a victim of
16 domestic violence, sexual assault or stalking will be granted leave without pay to
17 help the victim obtain treatment or seek help. Family member for the purpose of
18 domestic violence leave includes child, spouse, state registered domestic partner as
19 defined by [RCWs 26.60.020](#) and [26.60.030](#), parent, parent in law, grandparent or a
20 person the employee is dating. The Employer may require verification from the
21 employee requesting leave.

22 **19.15** Requests for leave without pay will be submitted in writing. The Employer will
23 approve or deny leave without pay requests, in writing, within fourteen (14)
24 calendar days when practicable and will include the reason for denial. If leave
25 without pay is granted, annual plans and expectations may be adjusted as needed.

TENTATIVE AGREEMENT REACHED

For the Employer:



8/29/2022

Gina L. Comeau, OFM Date
OFM/SHR Labor Negotiator

For the Union:



8/31/2022

Amanda Hacker Date
Contract Administration
Director,
WPEA Higher Education

1 **ARTICLE 20**

2 **COMMUTE TRIP REDUCTION, ~~AND~~ PARKING, AND WORKING REMOTELY**

3 **20.1** The Employer will continue to encourage but not require employees to use alternate
4 means of transportation to commute to and from work consistent with the Commute
5 Trip Reduction law and the needs of the college/district community. Additionally,
6 the Employer agrees to offer low-cost alternative transportation where appropriate
7 and feasible.

8 **20.2** The Employer and the Union recognize the value of compressed workweeks,
9 flextime arrangements, and working remotely/teleworking/telecommuting.

10 **20.3** The Employer agrees not to make any changes to current parking conditions for the
11 term of this Agreement unless it first meets its collective bargaining obligation. In
12 the event another group of college/district employees working at the same location,
13 not covered by this Agreement, is permitted to purchase employee parking permits
14 at a lower rate, the lower rate will automatically be applied to employees covered
15 by this Agreement at that location. This provision does not require colleges to
16 provide special rates available for situations such as emeritus status, special event
17 parking, part-time employment, student enrollment or employment, commute trip
18 reduction or reasonable accommodation, where employees do not meet the criteria
19 for the special rates. Employees working at a college worksite that is not the main
20 campus will not be charged parking rates in excess of WPEA represented staff
21 parking at the main campus.

22 **20.4 Qualified Pre-Tax Transportation Benefits Plan**

23 The Employer agrees to maintain the current qualified pre-tax transportation
24 benefits plan that allows eligible employees to pay for qualified parking and/or
25 public transit on a pre-tax basis as permitted by federal law or regulation.
26

TENTATIVE AGREEMENT REACHED

For the Employer:

For the Union:



8/17/2022

8/18/2022

Gina L. Comeau, OFM
OFM/SHR Labor Negotiator

Date

Amanda Hacker
Contract Administration
Director, WPEA Higher
Education

Date

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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 Eemployees 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.

1 **21.3** The parties recognize the need of electronic monitoring in public places as part of
2 a safety and security plan, subject to the limitations in [Article 25](#) – Electronic
3 Monitoring of Employee Activity.

4 **21.4** The Employer will determine and provide the required safety devices, personal
5 protective equipment ([PPE](#)) and apparel, which the employees will wear and/or use.
6 The Employer will provide employees with orientation and/or training to perform
7 their jobs safely. If necessary, training will be provided to employees on the safe
8 operation of the equipment prior to use.

9 **21.5** Each Employer will form joint safety committees in accordance with WISHA
10 requirements at each work location where there are eleven (11) or more employees.
11 Meetings will be conducted in accordance with [WAC 296-800-13020](#). Committee
12 recommendations will be forwarded to the appropriate appointing authority for
13 review and action, as necessary. Safety Committee members' participation in joint
14 safety committee meetings held during the employee's scheduled work time will
15 be considered time worked. Safety Committee members may request work
16 schedule adjustments to participate.

17 **21.6** The Employer and the Union recognize the importance of first aid and CPR training
18 and as such the Employer will offer first aid and CPR training.

19 **21.7** The Employer encourages employee wellness. The Employer will provide
20 employees access to wellness facilities and resources consistent with other
21 employee groups. Employees will not pay higher rates than other employee groups
22 for access to college wellness facilities or resources. In the event another group of
23 college employees working at the same location, not covered by this Agreement, is
24 permitted to purchase access to college wellness facilities or resources at a lower
25 rate, the lower rate will automatically be applied to employees covered by this
26 Agreement at that location.

1 **21.8** At the request of the employee, the Employer will ensure that an ergonomic
2 assessment of the employee's work station is completed by a person trained to
3 conduct ergonomic assessments. Solutions to identified issues/concerns will be
4 implemented within available resources.

5 **21.9** At least once every two years, the Employer will provide Emergency Preparedness
6 training.

TENTATIVE AGREEMENT REACHED

For the Employer:



9/7/2022

Gina L. Comeau, OFM Date
OFM/SHR Labor Negotiator

For the Union:



September 11, 2022

Amanda Hacker Date
Contract Administration
Director,
WPEA Higher Education

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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.

TENTATIVE AGREEMENT REACHED

For the Employer:

For the Union:



8/11/2022



8/18/2022

Gina L. Comeau Date
Labor Negotiator
Office of Financial Management

Amanda Hacker Date
Contract Administration Director
WPEA Higher Education

1 **ARTICLE 23**

2 **UNIFORMS, TOOLS AND EQUIPMENT**

3 **23.1 Uniforms**

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

11 **23.2 Tools and Equipment**

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

18 **23.4 Personal Property Reimbursement**

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

25

26

TENTATIVE AGREEMENT REACHED

For the Employer:



9/8/2022

Gina L. Comeau, OFM Date
OFM/SHR Labor Negotiator

For the Union:



September 11, 2022

Amanda Hacker Date
Contract Administration
Director,
WPEA Higher Education

1 **ARTICLE 24**

2 **DRUG AND ALCOHOL-FREE WORKPLACE**

3 **24.1** All employees must report to work in a condition fit to perform their assigned duties
4 unimpaired by alcohol or drugs. Each institution is required to comply with the
5 Drug-Free Schools and Communities Act (DFSCA) and the Drug-Free Schools and
6 Campuses Regulations in order to be eligible for federal funding. Compliance with
7 these Acts requires colleges to adopt and implement a program designed to prevent
8 the unlawful possession, use, or distribution of illicit drugs and alcohol by students
9 and employees on institution premises or as part of any institution related activities.
10 Marijuana remains an illicit drug based on federal law despite Washington law.
11 Pursuant to the provisions of the Drug-Free Work Place Act, qualifying institutions
12 are required to make an ongoing good faith effort to maintain a drug-free
13 workplace. Therefore, for purposes of this Article, the terms “drugs” and
14 “controlled substances” include marijuana and/or medical marijuana and is an illicit
15 drug.

16 **24.2 Possession of Alcohol and Illegal Drugs**

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

20 **24.3 Prescription and Over-the-Counter Medications**

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

25 **24.4 Drug and Alcohol Testing – Safety Sensitive Functions**

26 Employees required to have a Commercial Driver’s License (CDL) are subject to
27 pre-employment, post-accident, random and reasonable suspicion testing in

1 accordance with the U.S. Department of Transportation rules, Coast Guard
2 Regulations (46 CFR Part 16) or the Federal Omnibus Transportation Employee
3 Testing Act of 1991. The testing will be conducted in accordance with current
4 institution policy.

5 **24.5 Testing for Reasonable Grounds**

6 A. Reasonable suspicion testing for alcohol or controlled substances may be
7 directed by the Employer for any employee when the Employer has
8 reasonable grounds to suspect that alcohol or controlled substance usage
9 may be adversely affecting the employee’s job performance or that the
10 employee may present a danger to the physical safety of the employee or
11 another. Specific objective grounds must be stated in writing that support
12 the reasonable suspicion. Examples of specific objective grounds include,
13 but are not limited to:

- 14 1. Physical symptoms consistent with controlled substance and/or
15 alcohol use;
- 16 2. Evidence or observation of controlled substance or alcohol use,
17 possession, sale or delivery; or
- 18 3. The occurrence of an accident where a trained manager, supervisor
19 or lead worker suspects controlled substance/alcohol usage may
20 have been a factor. Post-accident drug and alcohol testing may be
21 conducted when a work-related incident has occurred involving
22 death, serious bodily injury or significant property/environmental
23 damage, or the potential for death, serious injury, or significant
24 property/environmental damage, and when the employee’s action(s)
25 or inaction(s) either contributed to the incident or cannot be
26 completely discounted as a contributing factor.

27 B. Referral

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

5 C. Testing

6 When reasonable grounds exist, employees must submit to alcohol and/or
7 controlled substance testing when required by the Employer. A refusal to
8 test is considered the same as a positive test. When an employee is referred
9 for testing, they will be removed immediately from duty and transported to
10 the collection site. The cost of reasonable suspicion testing, including the
11 employee's salary, will be paid by the Employer.

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

20 D. Rehabilitation

21 The Employer may use a positive drug or alcohol test to require an
22 employee to ~~successfully~~ complete an evaluation by a substance abuse
23 disorder professional and any provider recommendations. ~~a rehabilitation~~
24 ~~program.~~

25 E. Discipline

26 An employee who has a positive alcohol test and/or a positive controlled
27 substance test may be subject to disciplinary action, up to and including,

1 dismissal based on the incident that prompted the testing, including a
2 violation of the drug and ~~alcohol-free~~ alcohol-free work place rules.

3 **24.6 Training**

4 Training will be made available to managers and supervisors. The training will
5 include:

- 6 A. The elements of the Employer's Drug and ~~Alcohol-Free~~ Alcohol-Free
7 Workplace Program;
- 8 B. The effects of drugs and alcohol in the workplace;
- 9 C. Behavioral symptoms of being affected by controlled substances and/or
10 alcohol;
- 11 D. Rehabilitation services available; and
- 12 E. Medical confidentiality and HIPAA regulations regarding prescription and
13 over-the-counter medications.

TENTATIVE AGREEMENT REACHED

For the Employer:



9/7/2022

Gina L. Comeau, OFM Date
OFM/SHR Labor Negotiator

For the Union:



September 11, 2022

Amanda Hacker Date
Contract Administration
Director,
WPEA Higher Education

1 **ARTICLE 25**

2 **ELECTRONIC MONITORING OF EMPLOYEE ACTIVITY**

3 **25.1** Except as provided in Section 25.2, employees generally will not be subjected to
4 electronic monitoring in the workplace without notice ~~from~~ ~~by~~ the Employer.
5 “Electronic monitoring” is defined as the use of data gathered from Employer-
6 controlled electronic equipment, including, but not limited to, video cameras,
7 electronic key cards and key pads, to determine an employee’s whereabouts or
8 activities, either in real time or after the fact.

9 **25.2** Where the Employer has reasonable grounds to suspect that an employee has
10 engaged or is engaging in misconduct, it may use electronic monitoring without
11 prior notice as a part of a specific investigation, provided:

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

TENTATIVE AGREEMENT REACHED

For the Employer:

For the Union:



9/7/2022

September 11, 2022

Gina L. Comeau, OFM Date
OFM/SHR Labor Negotiator

Amanda Hacker Date
Contract Administration
Director,
WPEA Higher Education

ARTICLE 26

RELOCATION/USE OF VEHICLES/TRAVEL

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2
3 **26.1** The Employer may pay moving expenses for employees affected by Employer-
4 initiated actions in accordance with the Office of Financial Management (OFM)
5 State Administrative and Accounting Manual (SAAM), Chapter 60.

6 **26.2** Employees are responsible for providing their own transportation between their
7 home and duty station or field site. However the Employer may authorize an
8 employee who resides within a reasonable commuting distance of the employee's
9 duty station or field site to take a personally assigned vehicle home, in accordance
10 with the Washington State Department of Enterprise Services Policy No. BR.01.01
11 and Procedure BR.01.01.P1 (previously cited as OFM SAAM, Chapter 12).

12 **26.3** Travel time will be considered time worked, when:

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

20 **26.4** Travel time will not be considered time worked, when:

- 21 A. The employee is commuting between the employee's home and their office,
22 worksite; or
- 23 B. When traveling away from home overnight outside of regular working
24 hours or outside of corresponding hours on non-working days when the

1 employee is traveling as a passenger on an airplane, train, boat, or
2 automobile.

TENTATIVE AGREEMENT REACHED

For the Employer:



9/5/2022

Gina L. Comeau, OFM Date
OFM/SHR Labor Negotiator

For the Union:



September 5, 2022

Amanda Hacker Date
Contract Administration
Director,
WPEA Higher Education

1 **ARTICLE 27**

2 **USE OF ELECTRONIC DEVICES AND EQUIPMENT**

3 **27.1** Equipment provided by the Employer for the purpose of conducting business is to
4 be used primarily for such purposes.

5 **27.2** De minimis personal use of electronic office equipment is permitted, provided that
6 such use does not interfere with business operations or job performance, and is
7 consistent with Executive Ethics Board rules and advisory opinions.

8 **27.3** The Employer will provide information and training to all employees regarding use
9 of electronic devices and how said usage intersects with per Washington state
10 ethics regulations and public disclosure requests under RCW 42.56.

11 ~~27.4 The Employer will reimburse employees for college required long distance~~
12 ~~telephone calls. However, business calls should be made on state telephones during~~
13 ~~working hours.~~

14 **27.45** Employees may make use of their personal electronic devices during work time,
15 provided that such use does not interfere with business operations or job
16 performance.

TENTATIVE AGREEMENT REACHED

For the Employer:

For the Union:



8/17/2022

8/18/2022

Gina L. Comeau, OFM
OFM/SHR Labor Negotiator

Amanda Hacker
Contract Administration
Director, WPEA Higher
Education

1 **ARTICLE 28**

2 **DISCIPLINARY PROCEDURES**

3 **28.1 Representation**

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

9 B. Employees seeking representation are responsible for contacting their
10 union designated representative.

11 C. The role of the union designated representative is to provide assistance and
12 counsel to the employee, rather than serve as an adversary to the
13 investigator. The exercise of rights in this Article will not interfere with the
14 Employer's right to conduct the investigation.

15 **28.2 Discipline**

16 A. Employers will not discipline any permanent employee without just cause.

17 B. Discipline includes oral and written reprimands, reductions in pay,
18 suspensions, demotions, and discharges. Oral reprimands will be identified
19 as such and, if documented, such documentation will be placed in the
20 supervisor's file only, subject to removal in accordance with Section 33.8.
21 When disciplining an employee, the Employer will ~~make a take~~ reasonable
22 efforts to protect the privacy of the employee.

23 C. All institution policies regarding investigatory procedures related to
24 alleged employee misconduct, are superseded; however, federal laws
25 and/or regulations related to Title IX will be followed by the institution,
26 even if those laws and regulations conflict with this Agreement. The

1 Employer has the authority to determine the method of conducting
2 investigations.

3 D. The Employer has the authority to impose discipline, which is then subject
4 to the grievance procedure set forth in [Article 30](#), except where precluded
5 by federal laws and/or regulations related to Title IX. Oral ~~and written~~
6 reprimands, however, may only be processed through Step 2 of the
7 grievance procedure.

8 E. The Employer will provide an employee with fifteen (15) calendar days
9 written notice prior to the effective date of a reduction in pay or demotion.

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

16 However, the Employer may discharge an employee immediately without
17 pay in lieu of the seven (7) calendar days' notice period if, in the
18 Employer's determination, the continued employment of the employee
19 during the notice period would jeopardize the good of the college.

20 **28.3 Investigations**

21 A. Both parties agree that timely resolution of investigations of alleged
22 employee misconduct is critical to maintaining a positive and productive
23 work environment.

24 B. Employees are required to fully and truthfully answer all questions during
25 an investigation.

1 C. Employees will not be prohibited from contacting their union
2 representative.

3 D. If requested, the Employer will provide the employee under investigation
4 with a status update of the investigation progress every thirty (30) days
5 until the investigation is complete.

6 **28.4 Off-Duty Conduct**

7 The off-duty activities of an employee may be grounds for disciplinary action if
8 said activities are a conflict of interest as set forth in [RCW 42.52](#), are detrimental
9 to the employee's work performance or the program of the Employer, or otherwise
10 constitutes just cause. Employees will report all arrests and any court-imposed
11 sanctions or conditions that affect their ability to perform assigned duties to the
12 Employer within ~~forty-eight (48)~~ ~~twenty-four (24)~~ hours or prior to their scheduled
13 work shift, whichever occurs first.

14 **28.5 Notice to Employees**

15 When the Employer is contemplating economic disciplinary action (reduction in
16 pay, suspension, demotion, and/or discharge) against an employee, the Employer
17 will notify the employee and the Union on the same day. Such notice will include
18 the charges against the employee, an explanation of the evidence which forms the
19 basis for the charge, and the action contemplated. The employee has the right to
20 give reasons orally or in writing why the action should not be taken.

21 **28.6 Probationary Employees**

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

24 **28.7 Removal of Documents**

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

- 1 1. Circumstances do not warrant a longer retention period;
- 2 2. There has been no subsequent discipline; and
- 3 3. The employee, or a Union representative with written authorization
- 4 from the employee, submits a written request for its removal. If the
- 5 request is denied, the Employer will notify the employee in writing
- 6 with the specific reasons for the denial.

- 7 B. Records of disciplinary actions involving reductions in pay, suspension, or
- 8 demotions, and written reprimands not removed after three (3) years will
- 9 be removed after five (5) years if:
 - 10 1. Circumstances do not warrant a longer retention period;
 - 11 2. There has been no subsequent discipline; and
 - 12 3. The employee, or a Union representative with written authorization
 - 13 from the employee, submits a written request for its removal. If the
 - 14 request is denied, the Employer will notify the employee in writing
 - 15 with the specific reasons for the denial.

- 16 C. Nothing in this Section will prevent the Employer from agreeing to an
- 17 earlier removal date, unless to do so would violate [RCW 41.06.450](#) or
- 18 federal laws or regulations regarding Title IX.

- 19 D. References in a performance evaluation to a disciplinary document
- 20 removed pursuant to Subsections 28.7 A or 28.7 B shall be redacted from
- 21 the performance evaluation at the same time the disciplinary document is
- 22 removed from the personnel file.

23

24

TENTATIVE AGREEMENT REACHED

For the Employer:

For the Union:



9/5/2022

September 5, 2022

Gina L. Comeau, OFM Date
OFM/SHR Labor Negotiator

Amanda Hacker Date
Contract Administration
Director,
WPEA Higher Education

ARTICLE 29

RESIGNATION AND ABANDONMENT

29.1 Voluntary Resignation

The ~~Employer employee~~ may ~~permit an employee to~~ 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.

1 **29.5 Grievability**

2 Denial of a petition for reinstatement pursuant to Section 29.4 is grievable. The
3 grievance may not be based on information other than that shared with the
4 Employer at the time of the petition for reinstatement.

TENTATIVE AGREEMENT REACHED

For the Employer:



9/7/2022

Gina L. Comeau, OFM Date
OFM/SHR Labor Negotiator

For the Union:



September 11, 2022

Amanda Hacker Date
Contract Administration
Director,
WPEA Higher Education

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ARTICLE 30

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GRIEVANCE PROCEDURE

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30.1 Terms and Requirements

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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.

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A. Grievance Definition

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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.”

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B. Filing a Grievance

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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.

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C. Computation of Time

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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

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1 on a Saturday, Sunday, or holiday will be considered received on the next
2 business day.

3 D. Failure to Meet Timelines

4 Failure by the Union to comply with the timelines will result in the
5 automatic withdrawal of the grievance. Failure by the Employer to comply
6 with the timelines will entitle the Union to move the grievance to the next
7 step of the procedure.

8 E. Contents

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

- 11 1. The date of the occurrence giving rise to the grievance or the date
12 the grievant knew or could reasonably have known of the
13 occurrence;
- 14 2. The nature of the grievance;
- 15 3. The facts upon which it is based;
- 16 4. The specific Article and Section of the Agreement violated;
- 17 5. The specific remedy requested;
- 18 6. The steps taken to informally resolve the grievance;
- 19 7. The name of the grievant(s); and
- 20 8. The name and signature of the union representative.

21 F. Modifications

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

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

5 H. Withdrawal
6 A grievance may be withdrawn at any time.

7 I. Resubmission
8 If resolved or withdrawn, a grievance cannot be resubmitted.

9 J. Pay
10 Shop stewards will be provided a reasonable amount of time during their
11 normal working hours to investigate and process grievances through Step 2.
12 Grievants and shop stewards will not lose pay for attending informal dispute
13 resolution meetings, grievance meetings, alternative dispute resolution
14 sessions, and arbitration hearings held during their scheduled work time.
15 Grievants will not be paid for informal dispute resolution meetings,
16 grievance meetings, alternative dispute resolution sessions, and arbitration
17 hearings held during their off-duty time.

18 K. Group Grievances
19 No more than five (5) grievants will be permitted to attend a single
20 grievance meeting.

21 L. Consolidation
22 By mutual agreement, either the Employer or the Union may consolidate
23 grievances arising out of the same set of facts.

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

1 N. Discipline
2 Disciplinary grievances will be initiated at the level at which the disputed
3 action was taken.

4 O. Grievance Files
5 Written grievances and responses will be maintained separately from the
6 personnel files of the employees.

7 P. Alternative Resolution Methods
8 Any time during the grievance process, by mutual consent, the parties may
9 use alternative methods to resolve the dispute. If the parties agree to use
10 alternative methods, the time frames in this Article are suspended. If the
11 selected alternative method does not result in a resolution, the Union may
12 return to the grievance process and the time frames resume. The cost of
13 alternative resolution methods, if any, will be shared equally by the parties.

14 **30.2 Filing and Processing**

15 A. Filing
16 A grievance must be filed within thirty (30) days of the occurrence giving
17 rise to the grievance, or the date the grievant knew or could reasonably have
18 known of the occurrence.

19 B. Processing
20 **Step 1: Human Resources Office Designee**
21 If the issue is not resolved informally, the Union may present a written
22 grievance to the Human Resources Office, within the thirty (30) day period
23 described above. The Human Resources Office will designate who will hear
24 the grievance at Step 1. The designee will meet in person or confer by
25 telephone with a shop steward and/or staff representative, and the grievant
26 within twenty-one (21) days of receipt of the grievance, and will respond in
27 writing to the Union within twenty-one (21) days after the meeting. The
28 employer will arrange the Step 1 grievance meeting. In the event that the

1 grievant(s) does not attend the meeting, the Union will may present the
2 grievance on the grievant's-(s') behalf.

3 **Step 2: President/Chancellor or Designee**

4 If the grievance is not resolved at Step 1, the Union may move to the next
5 step by filing it with the Human Resources Office, within fifteen (15) days
6 of the Union's receipt of the Step 1 decision. The President/Chancellor or
7 designee will meet in person or confer by telephone with a shop steward or
8 staff representative and the grievant within twenty-one (21) days of receipt
9 of the appeal, and will respond in writing to the Union within twenty-one
10 (21) days after the meeting. If a designee is selected it will not be the same
11 designee who heard the grievance at Step 1. The employer will arrange the
12 Step 2 grievance meeting. In the event that the grievant(s) does not attend
13 the meeting, the Union will may present the grievance on the grievant's-(s')
14 behalf.

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

16 1. Disciplinary Grievances

17 If the grievance is not resolved at Step 2, the Union may file a
18 request for mediation with the Public Employment Relations
19 Commission (PERC) in accordance with [WAC 391-55-020](#), with a
20 copy to the Office of Financial Management/SHR/Labor Relations
21 and Compensation Policy Section (OFM/SHR/LRS) and the Human
22 Resources Office within fifteen (15) days of receipt of the Step 2
23 decision. In addition to all other filing requirements, the request
24 must include a copy of the grievance and all previous responses.

25 2. Non-Disciplinary Grievances

26 If the grievance is not resolved at Step 2, the Union may request a
27 PARM by filing a copy of the grievance and all responses attached
28 to the OFM/SHR/LRS (labor.relations@ofm.wa.gov) and the
29 Human Resources Office within fifteen (15) days of receipt of the

1 Step 2 decision. Within fifteen (15) days of the receipt of all of the
2 required information, the OFM/SHR/LRS will either:

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

8 Within thirty (30) days of receipt of the request, a pre-arbitration review
9 meeting will be scheduled unless mutually extended by written agreement
10 between the parties. The meeting will be conducted at a mutually agreeable
11 time.

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

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

21 **Step 4: Arbitration**

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

1 that no PARM will be scheduled. Simultaneous with filing, copies of the
2 demand for arbitration will be provided to the Human Resources Office and
3 OFM/SHR/LRS.

4 C. Selecting an Arbitrator

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

8 D. Authority of the Arbitrator

9 1. The arbitrator will:

- 10 a. Have no authority to add to, subtract from, or modify any of
11 the provisions of this Agreement;
- 12 b. Be limited in their decision to the grievance issue(s) set forth
13 in the original written grievance unless the parties agree to
14 modify it;
- 15 c. Not make any award that provides an employee with
16 compensation greater than would have resulted had there
17 been no violation of this Agreement; and
- 18 d. Not have the authority to order the Employer to modify their
19 staffing levels or to direct staff to work overtime.

20 2. The arbitrator will hear arguments on and decide issues of
21 arbitrability before the first day of arbitration at a time convenient
22 for the parties, immediately prior to hearing the case on its merits,
23 or as part of the entire hearing and decision-making process. If the
24 issue of arbitrability is argued prior to the first day of arbitration, it
25 may be argued in writing or by telephone, at the discretion of the

1 arbitrator. Although the decision may be made orally, it will be put
2 in writing and provided to the parties.

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

5 E. Arbitration Costs

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

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

12 3. If either party desires a record of the arbitration, a court reporter may
13 be used. If that party purchases a transcript, a copy will be provided
14 to the arbitrator, free of charge. If the other party desires a copy of
15 the transcript, it will pay for one-half (1/2) of the costs of the fee for
16 the court reporter, the original transcript and a copy.

17 4. Each party is responsible for the costs of its attorneys, staff
18 representatives, and all other costs related to the development and
19 presentation of their case. When an employee is subpoenaed as a
20 witness on behalf of the Union in an arbitration case, the employee
21 may appear without loss of pay if they appear during their work
22 time. Every effort will be made to avoid the presentation of
23 repetitive witnesses. The Union is responsible for paying any travel
24 or per diem expenses for its witnesses, the grievant and the shop
25 steward.

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

4 **30.3 Successor Clause**

5 Grievances filed during the term of the ~~2021-2023~~ ~~2019-2021~~ Agreement will be
6 processed to completion in accordance with the provisions of the ~~2021-2023~~ ~~2019-~~
7 ~~2021~~ Agreement.

TENTATIVE AGREEMENT REACHED

For the Employer:

For the Union:



8/31/2022

September 11, 2022

Gina L. Comeau, OFM Date
OFM/SHR Labor Negotiator

Amanda Hacker Date
Contract Administration
Director,
WPEA Higher Education

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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.

TENTATIVE AGREEMENT REACHED

For the Employer:

For the Union:



8/11/2022



Gina L. Comeau Date
Labor Negotiator
Office of Financial Management/SHR

Amanda Hacker Date
Contract Administration Director
WPEA Higher Education

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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.

TENTATIVE AGREEMENT REACHED

For the Employer:

For the Union:



8/11/2022



8/18/2022

Gina L. Comeau Date
Labor Negotiator
Office of Financial Management

Amanda Hacker Date
Contract Administration Director
WPEA Higher Education

1 **ARTICLE 33**

2 **PERSONNEL FILES**

3 **33.1** The Employer will maintain an official personnel file for each employee, showing
4 a record of employment and such other information required for business and legal
5 purposes. The Employer will determine the location of the personnel file and will
6 notify the Union if someone other than the Employer's Human Resource Manager
7 is responsible for the personnel file. Additional employee files may include, ~~but are~~
8 ~~not limited to,~~ administrative files, supervisory files, ~~attendance files,~~ payroll files,
9 and medical files.

10 **33.2** Health and medical information obtained by the Employer will be maintained in a
11 separate, confidential file. The Employer will not require employees to provide
12 information about the health or medical conditions of the employee or the
13 employee's family unless such information is related to the performance of duties
14 within the scope of employment, fitness to hold the employee's position or the
15 providing of benefits requested by the employee.

16 **33.3** An employee and/or their representative may arrange to examine the employee's
17 ~~files personnel file, medical file and/or the file kept by the employee's supervisor~~
18 during regular business hours upon reasonable notice. Written authorization from
19 the employee is required before any representative of the employee will be granted
20 access to the personnel file, medical file and/or the file kept by the employee's
21 supervisor. The Employer may charge a reasonable fee for copying any materials
22 beyond the first copy requested by the employee or their representative.

23 **33.4** Employees will be provided a copy of all adverse material placed in the official
24 personnel file at the time it is placed in the file. The employee or their representative
25 may not remove any contents from the file; however, an employee may provide a
26 written rebuttal or refuting documentation to any information in the file that they
27 consider objectionable. The parties agree that it is a good practice for an employee

1 to be provided with copies of letters of appreciation and commendation addressed
2 to the Employer. An employee may insert a reasonable amount of job-related
3 material in their personnel file that reflects favorably on their job performance.

4 **33.5** Information in the personnel files will be retained only as long as it has a reasonable
5 bearing on the employee's job performance or upon the efficient and effective
6 management of the college/district. Adverse material related to alleged employee
7 misconduct that is determined to be false, and all information related to incidents
8 of which the employee has been fully exonerated of wrong doing, will be promptly
9 removed from the personnel file and/or supervisory file. Such information will be
10 maintained in an administrative file, separate and apart from the personnel file and
11 will not be released unless required by judicial order or by applicable laws
12 governing disclosure of public documents.

13 **33.6** When documents in an employee's personnel file, supervisory file and/or
14 administrative file are the subject of public disclosure request, subpoena or legal
15 discovery the Employer will provide the employee and the Union with a copy of
16 the request at least ten (10) ~~seven (7) calendar-business~~ days in advance of the
17 intended release date, unless otherwise required by law.

18 **33.7** The Employer will not release personal information about an employee except as
19 is necessary, or as the law requires.

20 **33.8** Adverse material or information related to alleged misconduct that is determined to
21 be false and all such information in situations where the employee has been fully
22 exonerated of wrongdoing will be removed from the employee's personnel file.

23 **33.9** Supervisors may keep working files of documentation relevant to employee
24 performance. The previous year's job performance documentation will be removed
25 from the supervisor's working file following the completion of a performance
26 evaluation, unless related to issues of an ongoing nature. Upon request, the
27 supervisor will inform the employee if documentation has been retained.

1 Supervisors who keep employee working files will maintain the files in a manner
2 that protects against unauthorized access or casual observation and in accordance
3 with other governing laws and rules. Employees may view these files per Section
4 33.3, but may not append refutations nor rebuttals to the file.

TENTATIVE AGREEMENT REACHED

For the Employer:



8/25/2022

Gina L. Comeau, OFM Date
OFM/SHR Labor Negotiator

For the Union:



September 11, 2022

Amanda Hacker Date
Contract Administration
Director,
WPEA Higher Education

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.

1 D. Employees requesting accommodation must cooperate with the Employer
2 in discussing the need for and possible form of any accommodation. The
3 Employer and the employee will enter into an interactive process to discuss
4 the job-related limitations, possible accommodation options, including the
5 employee’s preferences, and the potential effectiveness of each option.

6 E. The Employer may require supporting medical documentation and may
7 require the employee to obtain a second medical opinion at Employer
8 expense. Medical information disclosed to the Employer will be kept
9 confidential.

10 F. The Employer will determine whether an employee is eligible for a
11 reasonable accommodation and the accommodation to be provided. If more
12 than one (1) option for reasonable accommodation exists, the Employer will
13 decide which option to provide the employee, taking into consideration the
14 employee’s preference. If a reasonable accommodation cannot be provided,
15 the Employer will provide the employee with written notification of such
16 decision.

17 **34.2 Disability Separation**

18 A. An employee with permanent status may be separated from service when
19 the Employer determines that the employee is unable to perform the
20 essential functions of the employee’s position due to a mental, sensory, or
21 physical disability, which cannot be reasonably accommodated.
22 Determinations of disability may be made by the Employer based on an
23 employee’s written request for disability separation or after obtaining a
24 written statement from a licensed health care professional. The Employer
25 can require an employee to obtain an independent medical examination at
26 Employer expense, from a licensed health care professional of the
27 Employer’s choice. Evidence may be requested from the licensed health
28 care professional regarding the employee’s limitations.

1 B. When the Employer has medical documentation of the employee's
2 disability, has met its obligation to explore accommodation options,
3 including placement in any vacant funded position at the same or lower
4 level of pay and benefits for which the employee qualifies, and has
5 determined that the employee cannot be reasonably accommodated, or the
6 employee requests separation due to disability, the Employer may separate
7 the employee with five (5) calendar days' notice. The Employer will
8 provide the Union with a copy of any disability separation letters.

9 C. The Employer will inform the employee in writing of the option to apply to
10 return to employment prior to their separation due to disability. The
11 Employer will provide assistance to individuals seeking reemployment
12 under this Article for two (2) years. If reemployed, upon successful
13 completion of the employee's probationary period, the time between
14 separation and reemployment will be treated as leave without pay and will
15 not be considered a break in service.

16 D. A disability separation is not a disciplinary action. An employee who has
17 been separated due to disability may grieve their disability separation only
18 up to [Step 3 of the ~~the final internal step of the~~](#) grievance procedure.
19 Disability separation at the employee's request is not subject to the
20 grievance procedure in [Article 30](#).

21 **34.3** Light duty may be considered for employees who are temporarily unable to perform
22 the essential duties of their position.

23 **34.4 Safety Accommodations**

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

1 employee or family member was a victim, a court order protecting or
2 separating the victim from the perpetrator of the act, or other evidence from
3 the court or the prosecuting attorney to support the request. Documentation
4 from an advocate for victims, an attorney, a member of the clergy or a
5 medical or other professional who provides services to such victims may be
6 provided, and it shall retain its confidential or privileged nature of
7 communication pursuant to the extent provided by law. An employee can
8 also provide a written statement that they or a family member are a victim
9 and in need of the safety accommodation. Verification of the familial
10 relationship to the victim can be in the form of a statement from the
11 employee, a birth certificate, court document, or other similar
12 documentation.

13 B. A reasonable safety accommodation may include, but is not limited to:

- 14 1. A transfer, reassignment, modified schedule, changed work
15 telephone number, changed work email address, changed
16 workstation, installed lock, implemented safety procedure, or any
17 other adjustment to a job structure, workplace facility, or work
18 requirement in response to actual or threatened domestic violence,
19 sexual assault, or stalking.
- 20 2. Qualifying leave pursuant to [Article 12](#) – Vacation, [Article 13](#) – Sick
21 Leave, [Section 18.11](#) - Personal Leave and [Article 19](#) –
22 Leave Without Pay may be considered a reasonable safety
23 accommodation.
- 24 3. The Employer may deny a reasonable safety accommodation
25 request based on an undue hardship, which means an action
26 requiring significant difficulty or expense.
- 27 4. The employee will notify the Employer when circumstances change.

1 **34.5 Pregnancy Accommodations**

2 A. For purposes of this Section, “pregnancy” includes the employee’s
3 pregnancy and pregnancy-related health conditions.

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

6 1. Providing more frequent, longer, or flexible restroom breaks;

7 2. Modifying a no food or drink policy;

8 3. Job restructuring, part-time or modified work schedules,
9 reassignment to a vacant position, or acquiring or modifying
10 equipment, devices, or an employee’s work station;

11 4. Providing seating or allowing the employee to sit more frequently if
12 their job requires the employee to stand;

13 5. Providing for a temporary transfer to a less strenuous or less
14 hazardous position;

15 6. Providing assistance with manual labor and limits on lifting;

16 7. Scheduling flexibility for prenatal visits; and

17 8. Any further pregnancy accommodation an employee may request,
18 and to which an Employer must give reasonable consideration in
19 consultation with information provided on pregnancy
20 accommodation by the State Department of Labor and Industries or
21 the attending health care provider of the employee.

22 C. The Employer may deny a reasonable pregnancy-related accommodation
23 based on undue hardship if the requested accommodation requires
24 significant difficulty or expense. An Employer may not claim undue

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

TENTATIVE AGREEMENT REACHED

For the Employer:

For the Union:



September 11, 2022

Gina L. Comeau, OFM Date
OFM/SHR Labor Negotiator

Amanda Hacker Date
Contract Administration
Director,
WPEA Higher Education

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.

1 D. Employees requesting accommodation must cooperate with the Employer
2 in discussing the need for and possible form of any accommodation. The
3 Employer and the employee will enter into an interactive process to discuss
4 the job-related limitations, possible accommodation options, including the
5 employee’s preferences, and the potential effectiveness of each option.

6 E. The Employer may require supporting medical documentation and may
7 require the employee to obtain a second medical opinion at Employer
8 expense. Medical information disclosed to the Employer will be kept
9 confidential.

10 F. The Employer will determine whether an employee is eligible for a
11 reasonable accommodation and the accommodation to be provided. If more
12 than one (1) option for reasonable accommodation exists, the Employer will
13 decide which option to provide the employee, taking into consideration the
14 employee’s preference. If a reasonable accommodation cannot be provided,
15 the Employer will provide the employee with written notification of such
16 decision.

17 **34.2 Disability Separation**

18 A. An employee with permanent status may be separated from service when
19 the Employer determines that the employee is unable to perform the
20 essential functions of the employee’s position due to a mental, sensory, or
21 physical disability, which cannot be reasonably accommodated.
22 Determinations of disability may be made by the Employer based on an
23 employee’s written request for disability separation or after obtaining a
24 written statement from a licensed health care professional. The Employer
25 can require an employee to obtain an independent medical examination at
26 Employer expense, from a licensed health care professional of the
27 Employer’s choice. Evidence may be requested from the licensed health
28 care professional regarding the employee’s limitations.

1 B. When the Employer has medical documentation of the employee's
2 disability, has met its obligation to explore accommodation options,
3 including placement in any vacant funded position at the same or lower
4 level of pay and benefits for which the employee qualifies, and has
5 determined that the employee cannot be reasonably accommodated, or the
6 employee requests separation due to disability, the Employer may separate
7 the employee with five (5) calendar days' notice. The Employer will
8 provide the Union with a copy of any disability separation letters.

9 C. The Employer will inform the employee in writing of the option to apply to
10 return to employment prior to their separation due to disability. The
11 Employer will provide assistance to individuals seeking reemployment
12 under this Article for two (2) years. If reemployed, upon successful
13 completion of the employee's probationary period, the time between
14 separation and reemployment will be treated as leave without pay and will
15 not be considered a break in service.

16 D. A disability separation is not a disciplinary action. An employee who has
17 been separated due to disability may grieve their disability separation only
18 up to [Step 3 of the](#) ~~the final internal step of the~~ grievance procedure.
19 Disability separation at the employee's request is not subject to the
20 grievance procedure in [Article 30](#).

21 **34.3** Light duty may be considered for employees who are temporarily unable to perform
22 the essential duties of their position.

23 **34.4 Safety Accommodations**

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

1 employee or family member was a victim, a court order protecting or
2 separating the victim from the perpetrator of the act, or other evidence from
3 the court or the prosecuting attorney to support the request. Documentation
4 from an advocate for victims, an attorney, a member of the clergy or a
5 medical or other professional who provides services to such victims may be
6 provided, and it shall retain its confidential or privileged nature of
7 communication pursuant to the extent provided by law. An employee can
8 also provide a written statement that they or a family member are a victim
9 and in need of the safety accommodation. Verification of the familial
10 relationship to the victim can be in the form of a statement from the
11 employee, a birth certificate, court document, or other similar
12 documentation.

13 B. A reasonable safety accommodation may include, but is not limited to:

- 14 1. A transfer, reassignment, modified schedule, changed work
15 telephone number, changed work email address, changed
16 workstation, installed lock, implemented safety procedure, or any
17 other adjustment to a job structure, workplace facility, or work
18 requirement in response to actual or threatened domestic violence,
19 sexual assault, or stalking.
- 20 2. Qualifying leave pursuant to [Article 12](#) – Vacation, [Article 13](#) – Sick
21 Leave, [Section 18.11](#) - Personal Leave and [Article 19](#) –
22 Leave Without Pay may be considered a reasonable safety
23 accommodation.
- 24 3. The Employer may deny a reasonable safety accommodation
25 request based on an undue hardship, which means an action
26 requiring significant difficulty or expense.
- 27 4. The employee will notify the Employer when circumstances change.

1 **34.5 Pregnancy Accommodations**

2 A. For purposes of this Section, “pregnancy” includes the employee’s
3 pregnancy and pregnancy-related health conditions.

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

- 6 1. Providing more frequent, longer, or flexible restroom breaks;
- 7 2. Modifying a no food or drink policy;
- 8 3. Job restructuring, part-time or modified work schedules,
9 reassignment to a vacant position, or acquiring or modifying
10 equipment, devices, or an employee’s work station;
- 11 4. Providing seating or allowing the employee to sit more frequently if
12 their job requires the employee to stand;
- 13 5. Providing for a temporary transfer to a less strenuous or less
14 hazardous position;
- 15 6. Providing assistance with manual labor and limits on lifting;
- 16 7. Scheduling flexibility for prenatal visits; and
- 17 8. Any further pregnancy accommodation an employee may request,
18 and to which an Employer must give reasonable consideration in
19 consultation with information provided on pregnancy
20 accommodation by the State Department of Labor and Industries or
21 the attending health care provider of the employee.

22 C. The Employer may deny a reasonable pregnancy-related accommodation
23 based on undue hardship if the requested accommodation requires
24 significant difficulty or expense. An Employer may not claim undue

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

TENTATIVE AGREEMENT REACHED

For the Employer:



9/11/2022

Gina L. Comeau, OFM Date
OFM/SHR Labor Negotiator

For the Union:



September 11, 2022

Amanda Hacker Date
Contract Administration
Director,
WPEA Higher Education

1 **ARTICLE 35**

2 **SENIORITY**

3 **35.1 Definition**

4 A. Seniority for employees will be defined as the employee's length of
5 unbroken classified service. Leave without pay of fifteen (15) consecutive
6 calendar days or less will not affect an employee's seniority. When an
7 employee is on leave without pay for more than fifteen (15) consecutive
8 calendar days, the employee's seniority will not be affected when the leave
9 without pay is for:

- 10 1. Periods of cyclic leave without pay;
- 11 2. Military leave;
- 12 3. Compensable work-related injury or illness leave;
- 13 4. Governmental service leave;
- 14 5. Reducing the effects of layoff;
- 15 6. Time between disability separation and post-reemployment
16 completion of probation, not to exceed two (2) years, except for any
17 federal law protecting veterans;
- 18 7. Formal contract negotiations in accordance with [RCW 41.80](#); and/or
- 19 8. Time spent on a temporary layoff or when an employee's work
20 hours are reduced in accordance with [Section 36.5](#), Temporary
21 Layoff.

22 B. For the purposes of layoffs, a maximum of five (5) years credit will be added
23 to the seniority of permanent employees who are veterans or to their

1 surviving spouses or surviving state registered domestic partners as defined
2 by [RCWs 26.60.020](#) and [26.60.030](#), as provided for in [RCW 41.06.133](#).

3 C. Employees who are separated from state service due to layoff and are
4 reemployed within two (2) years of their separation date will not be
5 considered to have a break in service. The time the employee is on the layoff
6 list will be treated as leave without pay.

7 D. For existing employees whose state service began prior to July 1, 2017, the
8 parties agree that for the purposes of calculating seniority, the Employer has
9 divided the hours worked through June 30, 2017 for each employee by eight
10 (8) hours to determine the number of days worked. The number of days
11 worked was then calculated under a divisor of two thousand, eighty-eight
12 (2,088) hours per calendar year, which was counted backward from July 1,
13 2017 for a seniority date determination for each employee. These seniority
14 date determinations became effective July 1, 2017.

15 **35.2 Ties**

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

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

21 **35.3 Seniority List**

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

TENTATIVE AGREEMENT REACHED

For the Employer:

For the Union:



8/17/2022

8/18/2022

Gina L. Comeau, OFM
OFM/SHR Labor Negotiator

Date

Amanda Hacker
Contract Administration
Director, WPEA Higher
Education

Date

ARTICLE 36

LAYOFF AND RECALL

- 1
- 2
- 3 **36.1** A. The Employer will determine the basis for, extent, effective date and the
- 4 length of layoffs in accordance with the provisions of this Article. A layoff
- 5 is an Employer-initiated action that results in:
- 6 1. Separation from service;
- 7 2. Employment in a class with a lower salary range maximum;
- 8 3. Reduction in the work year; or
- 9 4. Reduction in the number of work hours.
- 10 B. When it is determined that layoffs, other than a temporary layoff, will occur
- 11 within a layoff unit, the Employer will provide the Union with:
- 12 1. As much advance notice as possible, but not less than thirty (30)
- 13 days' written notice (this time period may run concurrent with the
- 14 notice period provided by the Employer to the employee);
- 15 2. An opportunity to meet with affected employees prior to the
- 16 implementation of the layoff; and
- 17 3. An invitation to meet under the provisions of [Article 38](#),
- 18 Labor/Management Communication Committee, of this Agreement.
- 19 C. Upon the Union's request, the Employer will ~~bargain~~~~discuss~~-impacts to the
- 20 bargaining unit. The ~~discussion~~~~bargaining~~ will not serve to delay the onset
- 21 of a layoff.
- 22 D. The Employer will explore options including the reduction of hourly
- 23 employees.
- 24 E. For purposes of this Article, days are calendar days, and will be counted by
- 25 excluding the first day and including the last day of timeliness. When the

1 last day falls on a Saturday, Sunday or holiday, the last day will be the next
2 day which is not a Saturday, Sunday or holiday.

3 **36.2 Basis for Layoff**

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

- 5 1. Lack of funds;
- 6 2. Lack of work; or
- 7 3. Organizational change.

8 B. Examples of layoff actions due to lack of work may include, but are not
9 limited to:

- 10 1. Termination of a project or special employment;
- 11 2. Availability of fewer positions than there are employees entitled to
12 such positions;
- 13 3. Employee's ineligibility to continue in a position following its
14 reallocation to a class with a higher salary range maximum; or
- 15 4. Employee's ineligibility to continue, or choice not to continue, in a
16 position following its reallocation to a class with a lower salary
17 range maximum.

18 **36.3 Voluntary Layoff, Leave of Absence or Reduction in Hours**

19 The Employer may allow an employee to volunteer to be laid off, take an unpaid
20 leave of absence or reduce their hours of work in order to reduce layoffs. If it is
21 necessary to limit the number of employees in an institution on unpaid leave at the
22 same time, the Employer will determine who will be granted a leave of absence
23 and/or reduction in hours based upon staffing needs. Employees who volunteer to
24 be laid off may request to have their names placed on the appropriate layoff list for
25 the job classifications in which they held permanent status, regardless of a break in
26 service with the current Employer.

1 **36.4 Probationary Employees**

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

7 **36.5 Temporary Layoff**

8 A. Temporary Reduction in Work Hours

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

14 B. Temporary Layoff

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

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

21 D. An employee who is temporarily laid off will not be entitled to:

22 1. Be paid any leave balance; except if the layoff is not due to loss of
23 funding or revenue shortfall, upon request, an employee will be paid
24 for accrued vacation leave up to the equivalent of their regular work
25 schedule for the duration of the layoff;

26 2. Bump to any other position; or

1 3. Be placed on a layoff list.

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

7 **36.6 Layoff Units**

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

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

13 **36.7 Skills and Abilities**

14 The skills and abilities required of the positions offered as an option in Sections
15 36.8 and 36.9 will have been identified at least thirty (30) days prior to layoff.

16 **36.8 Options Within the Layoff Unit**

17 A. Permanent employees will be laid off in accordance with seniority, as
18 defined in [Article 35](#), Seniority, and the skills and abilities of the employee
19 within the layoff unit. The Employer will determine if the employee
20 possesses the required skills and abilities for the position and the
21 comparability of the position. Comparability is defined as having the same
22 FTE appointment. The average number of hours worked in a year for one
23 (1.0) FTE equals two thousand, eighty-eight (2,088) hours. For this Section,
24 a less than comparable position is defined as not less than eighty percent
25 (80%) of the employee's FTE appointment. The Employer may require
26 updated information from the employee regarding their skills and abilities.
27 Vacant positions will be offered prior to filled positions. Employees being
28 laid off will be provided one (1) option within the layoff unit:

- 1 1. A comparable funded vacant position for which the employee has
2 the skills and abilities, within their current permanent job
3 classification.

- 4 2. A comparable funded filled position held by the least senior
5 employee for which the employee has the skills and abilities, within
6 their current permanent job classification.

- 7 3. A less than comparable funded vacant position for which the
8 employee has the skills and abilities and is within their current
9 permanent job classification.

- 10 4. A less than comparable funded filled position for which the
11 employee has the skills and abilities and is within their current
12 permanent classification.

- 13 5. A comparable funded vacant position for which the employee has
14 the skills and abilities, at the same or lower salary range as their
15 current permanent position, within a job classification in which the
16 employee has held permanent status.

- 17 6. A comparable funded filled position held by the least senior
18 employee for which the employee has the skills and abilities, at the
19 same or lower salary range as their current permanent position,
20 within a job classification in which the employee has held
21 permanent status.

- 22 B. The layoff unit option will be determined, as specified in descending order
23 of salary range and one (1) progressively lower level at a time.

- 24 C. If a job classification in which an employee has previously held permanent
25 status has been abolished or revised, a crosswalk to the class series will be

1 used to identify layoff options at the same or lower salary range as their
2 current permanent position.

3 D. An employee in a position that is reduced in work year or work hours will
4 have the choice of staying in the reduced position.

5 **36.98 Institution-wide Options**

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

8 A. Up to three (3) institution-wide comparable funded vacant positions
9 within their district provided they meet the skills and abilities
10 required of the position(s) and the positions offered are at the same
11 or lower salary range as the position from which the employee is
12 currently being laid off.

13 B. If there are no comparable vacant positions, the Employer will offer
14 less than comparable funded vacant positions.

15 C. If there are no less than comparable vacant positions, the Employer
16 may offer a temporary appointment per [Appendix D](#), ~~Part-~~
17 ~~Time~~Temporary-Hourly Appointments. The award or denial of an
18 informal option to a temporary hourly appointment is not subject
19 to the grievance procedure.

20 D. The Employer will determine if the employee possesses the required
21 skills and abilities for the position. The Employer may require
22 updated information from the employee regarding their current
23 skills and abilities.

1 **36.109 Multi-Employee Layoffs**

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

5 **36.110 Notification to Permanent Employees**

6 A. Except for temporary reduction in work hours and temporary layoffs as
7 provided in Section 36.5, permanent employees will receive written notice
8 at least thirty (30) days before the effective layoff date. Notice will be
9 provided by certified mail or personal delivery with a copy to the
10 employee's work e-mail. The notice will include:

- 11 1. The basis for the layoff;
- 12 2. The effective date of the layoff;
- 13 3. The employee's layoff unit option and any institution-wide options;
- 14 4. Specific information about the employee's layoff unit option,
15 including:
 - 16 a. Department/Division;
 - 17 b. Work location;
 - 18 c. Work hours/schedule (subject to change in accordance with
19 Article 7);
 - 20 d. FTE of the position;
 - 21 e. Whether the position is cyclic;
 - 22 f. Job classification;
 - 23 g. Salary, range and step pursuant to Article 36.11;

- 1 h. Supervisor; and
- 2 i. Existing job description, including any required
- 3 qualifications/certifications.
- 4 5. Notification that the employee may request specific information
- 5 contained in Article 36.10(4)(a) through (i), above, regarding
- 6 offered institution-wide option(s);
- 7 6. The specific layoff lists for which the employee is entitled to
- 8 placement;
- 9 7. The date by when an employee must select a layoff option; and
- 10 8. The process, including timelines, by which the employee is entitled
- 11 to challenge the layoff.
- 12 B. The Union will be provided with a copy of the notice.
- 13 C. Except for temporary reduction in work hours and temporary layoffs as
- 14 provided in Section 36.5, if the Employer fails to provide thirty (30) days’
- 15 notice, the employee will be paid their salary for the days that they would
- 16 have worked had full notice been given.
- 17 D. Employees will be provided seven (7) days to accept or decline, in writing,
- 18 any option provided to them. This time period will run concurrent with the
- 19 thirty (30) days’ notice of layoff provided by the Employer to the employee.

20 **36.1~~2~~ Salary**

21 Employees appointed to a position as a result of a layoff action will have their salary

22 determined as follows:

- 23 A. Current Salary Level

1 An employee who accepts another position within their current salary range
2 will retain their current salary.

3 B. Lower Salary Level

4 An employee who accepts a position with a lower salary range will be paid
5 an amount equal to their current salary, provided it is within the salary range
6 of the new position. In those cases where the employee’s current salary
7 exceeds the maximum amount of the salary range for the new position, the
8 employee will be compensated at the maximum salary of the new salary
9 range.

10 C. Appointment from a Layoff List

11 1. Employees who are appointed from a layoff list to a position with
12 the same salary range from which they were laid off will be paid the
13 amount for which they were compensated when laid off plus any
14 across the board adjustments, including salary survey adjustments,
15 that occurred during the time they were laid off.

16 2. Employees who are appointed from a layoff list to a position with a
17 lower salary range than the position from which they were laid off
18 will be paid an amount equal to the salary they were receiving at the
19 time they were laid off provided it is within the salary range of the
20 new position. In those cases where the employee’s prior salary
21 exceeds the maximum amount of the salary range for the new
22 position, the employee will be compensated at the maximum salary
23 of the new salary range.

24 **36.1~~32~~ Transition Review Period**

25 A. The Employer will require an employee to complete a six (6) month
26 transition review period when the employee accepts a layoff option to a job
27 classification in which they have not held permanent status or has been
28 appointed into a position from a layoff list. The Employer may extend the

1 transition review period for an individual employee as long as the extension
2 does not cause the total period to exceed twelve (12) months.

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

6 C. The Employer may separate an employee or an employee may voluntarily
7 separate at any time during the transition review period. Upon separation,
8 and at the employee's request, the employee's name will be placed on or
9 returned to the appropriate layoff list. The employee will remain on the list
10 until such time as their eligibility expires or they have been rehired.
11 Separation during the transition review period will not be subject to the
12 grievance procedure in [Article 30](#).

13 D. An employee may voluntarily separate a maximum of two (2) times as a
14 result of a single layoff action.

15 **36.143 Recall**

16 A. The Employer will maintain a layoff list for each job classification.
17 Permanent employees who are laid off may have their name placed on the
18 layoff list for the job classification from which they were laid off or
19 bumped. Additionally, employees may request to have their name placed on
20 the layoff list(s) for other job classifications in which they have held
21 permanent status at the same or lower salary ranges, regardless of a break
22 in service with the current Employer. However, employees will not have
23 their names placed on a layoff list for a classification from which ~~if~~ they
24 were demoted for cause- in the last six (6) years from the classifications. An
25 employee's name will remain on the layoff lists for two (2) years from the
26 effective date of their layoff.

1 B. When a vacancy occurs within an institution and where there are names on
2 a layoff list for that classification, the Employer will fill the position with
3 the most senior employee who has the required skills and abilities to
4 perform the duties of the position to be filled in accordance with [Article 4](#),
5 Hiring and Appointments.

6 C. Removal from Layoff Lists

7 When an employee is appointed from a layoff list, the employee's name will
8 be removed from that job classification's layoff list, as well as from all other
9 layoff lists at the same or lower salary range as the position to which they
10 were appointed. An employee will be removed from the appropriate job
11 classification layoff list after they waive the appointment to a position for
12 that job classification three (3) times. In addition, an employee will have
13 their name removed from all layoff lists upon retirement, resignation or
14 discharge from the Employer.

15 **36.14 Project Employment**

16 A. Permanent project employees have layoff rights. Formal options will be
17 determined using the procedure outlined in [Section 36.7](#).

18 B. Permanent classified employees who left regular classified positions to
19 accept project employment without a break in service have layoff rights
20 within the institution in which they held permanent classified status. The
21 employee's return rights will be to the job classification they last held
22 permanent status in prior to accepting project employment using the
23 procedures in [Sections 36.7](#) and [36.8](#).

TENTATIVE AGREEMENT REACHED

For the Employer:

For the Union:



8/31/2022

Gina L. Comeau, OFM Date
OFM/SHR Labor Negotiator



September 5, 2022

Amanda Hacker Date
Contract Administration
Director,
WPEA Higher Education

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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;

- 1 J. Establish, allocate, reallocate or abolish positions and determine the skills
- 2 and abilities necessary to perform the duties of such positions;

- 3 K. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer and
- 4 temporarily or permanently lay off employees;

- 5 L. Determine, prioritize and assign work to be performed;

- 6 M. Determine the need for and the method of scheduling, assigning,
- 7 authorizing and approving overtime;

- 8 N. Determine training needs, methods of training, and employees to be trained;

- 9 O. Determine the reasons for and methods by which employees will be laid-
- 10 off; and

- 11 P. Suspend, demote, reduce pay, discharge and/or take other disciplinary
- 12 actions.

- 13 **37.2** The Employer agrees that the exercise of the above rights will be consistent with
- 14 the provisions of this Agreement.

TENTATIVE AGREEMENT REACHED

For the Employer:

For the Union:



8/17/2022

8/18/2022

Gina L. Comeau, OFM
OFM/SHR Labor Negotiator

Date

Amanda Hacker
Contract Administration
Director, WPEA Higher
Education

Date

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 1. The Union will provide the Employer with the names of their
2 committee members at least seven (7) calendar days in advance of
3 the date of the meeting in order to facilitate the release of employees.

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

13 C. Meetings

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

19 **38.3 Scope of Authority**

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

26
27

TENTATIVE AGREEMENT REACHED

For the Employer:



8/28/2022

Gina L. Comeau, OFM Date
OFM/SHR Labor Negotiator

For the Union:



September 5, 2022

Amanda Hacker Date
Contract Administration
Director,
WPEA Higher Education

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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.

1 **39.3 Shop Stewards**

2 A. The Union will provide the Employer with a written list of current shop
3 stewards, their campus jurisdiction and which shop stewards are approved
4 to provide representation under [Section 39.1](#), Representation. The Union
5 will maintain the list. The Employer will not recognize an employee as a
6 shop steward if their name does not appear on the list.

7 B. Shop stewards will be provided reasonable time during their normal
8 working hours to prepare for, travel to and attend meetings scheduled by
9 management within the shop stewards’ office, facility or geographic
10 jurisdiction within the bargaining unit for the following representational
11 shop steward’s activities:

- 12 1. Representational shop stewards only: investigatory interviews and
13 pre-disciplinary meetings, in accordance with [Article 28](#),
14 Disciplinary Procedures, or to investigate and process grievances in
15 accordance with [Article 30](#), Grievance Procedure; or
- 16 2. Labor/Management Communication Committees and other
17 committee meetings under Section 39.8 C; or
- 18 3. Negotiations in accordance with [Article 50](#), Mandatory Subjects; or
- 19 4. To meet with new employees under [Section 9.7](#).

20 The shop steward will obtain prior approval from their supervisor to prepare
21 for, travel to and attend a meeting. Notification will include the approximate
22 amount of time the shop steward expects the activity to take. Any college
23 business requiring the employee’s immediate attention will be completed
24 prior to attending the meeting. Time spent preparing for, traveling to and
25 attending meetings during the shop stewards non-work hours will not be
26 considered as time worked. Shop stewards may not use state vehicles to

1 travel to and from a worksite in order to perform representational activities,
2 unless authorized by the college.

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

7 **39.4 Employees**

8 A. An employee will be provided a reasonable amount of time during their
9 normal working hours to meet with a representational shop steward and/or
10 staff representative to process their grievance. In addition, an employee will
11 be released during their normal working hours to prepare for and attend
12 meetings or hearings scheduled by management for the following:

13 1. Management scheduled investigatory interviews and/or pre-
14 disciplinary meetings, in accordance with [Article 28](#), Disciplinary
15 Procedures; and

16 2. Management scheduled informal grievance resolution meetings,
17 grievance meetings, alternative dispute resolution meetings,
18 mediation sessions and arbitration hearings, in accordance with
19 [Article 30](#), Grievance Procedure.

20 a. Subpoenaed Witnesses in an Arbitration

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

- 1 B. An employee will obtain prior approval from their supervisor in order to
2 attend any meeting or hearing during their work hours. All requests will
3 include the approximate amount of time the employee expects the activity
4 to take. As determined by the supervisor, any college business requiring the
5 employee’s immediate attention must be completed prior to attending a
6 meeting or hearing. Employees will suffer no loss in pay for preparing for
7 or attending management scheduled meetings and hearings that are
8 scheduled during the employee’s work time. Time spent preparing for and
9 attending a meeting or hearing during the employee’s non-work hours will
10 not be considered as time worked. An employee cannot use a state vehicle
11 to travel to and from a worksite in order to attend a meeting or hearing
12 unless authorized by the college.
- 13 C. If the amount of time an employee spends attending meetings or hearings
14 on behalf of the Union, is affecting their ability to accomplish their assigned
15 duties, the Employer will not continue to release the employee and the
16 Union will be notified, in writing, as to the reason(s).

17 **39.5 Use of State Facilities, Resources, and Equipment**

- 18 A. Meeting Space and Facilities
19 The Employer’s offices and facilities may be used by the Union to hold
20 meetings subject to the Employer’s policy, availability of the space and with
21 prior written authorization of the Employer.
- 22 B. Supplies and Equipment
23 The Union and its membership will not use state-purchased supplies or
24 equipment to conduct union business or representational activities. This
25 does not preclude the use of the telephone for representational activities if
26 there is no cost to the Employer, the call is brief in duration and it does not
27 disrupt or distract from institution business.
- 28 C. Email, Fax Machines, the Internet, and Intranets

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

4 1. Employees may use state-operated email to request union
5 representation.

6 2. Shop stewards may use state owned/operated equipment to
7 communicate with the Union and/or the Employer for the exclusive
8 purpose of administration of this Agreement. Such use will:

9 a. Result in little or no cost to the Employer;

10 b. Be brief in duration and frequency;

11 c. Not interfere with the performance of their official duties;

12 c. Not distract from the conduct of state business;

13 d. Not disrupt other state employees and will not obligate other
14 employees to make a personal use of state resources; and

15 e. Not compromise the security or integrity of state information
16 or software.

17 3. The Union may participate in Employer scheduled new employee
18 orientation meetings, either in person or online using the Employer's
19 online platform, but not the Employer's equipment.

20 The Union and its shop stewards will not use the above-referenced state
21 equipment for union organizing, internal union business, advocating for or
22 against the Union in an election or any other purpose prohibited by the
23 Executive Ethics Board. Communication that occurs over state-owned

1 equipment is the property of the Employer and may be subject to public
2 disclosure.

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

10 **39.6 Bulletin Boards and Newsstands**

11 A. Bulletin Boards

12 The Employer will maintain bulletin board(s) or space on existing bulletin
13 boards currently provided to the Union for union communication. In
14 bargaining units where no bulletin board or space on existing bulletin boards
15 has been provided, the Employer will supply the Union with adequate
16 bulletin board space in convenient places. Where there are existing bulletin
17 boards for WPEA only, the Employer will replace the Employer's bulletin
18 board with a Union provided bulletin board of a similar size. Material posted
19 on the bulletin board will be appropriate to the workplace, politically non-
20 partisan, in compliance with state ethics law, and identified as union
21 literature. Union communications may not be posted in any other location
22 on the campus.

23 B. Newsstands

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

1 **39.7 Distribution of Material**

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

- 5 A. The employee is on break time or off-duty;
- 6 B. The distribution does not disrupt the Employer’s operation;
- 7 C. The distribution will normally occur via desk drops or mailboxes as
8 determined by the Human Resources Manager. In those cases where
9 circumstances do not permit distribution by those methods, an alternative
10 method will be mutually agreed upon; and
- 11 D. The employee notifies the Human Resources Manager in advance of their
12 intent to distribute information.

13 **39.8 Time Off for Union Activities**

14 A. Union-designated employees may be allowed time off without pay to attend
15 Union-sponsored meetings, union-informational meetings, training
16 sessions, negotiations, conferences, and conventions. The employee’s time
17 off will not interfere with the operating needs of the institution as
18 determined by management. If the absence is approved, the employees may
19 use accumulated compensatory time, vacation leave or personal holiday in
20 accordance with [Article 11](#), Holidays, instead of leave without pay.
21 However, employees must use compensatory time prior to use of vacation
22 leave, unless the use would result in the loss of vacation leave.

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

1 C. The Employer may approve alternate or flex employee work schedules in
2 order for bargaining unit employees to attend labor-management
3 committees, or Employer-established committees, meetings or council
4 meetings at which the Employer requests a Union member to attend in a
5 Union-related role.

6 **39.9 Temporary Employment with the Union as a Union President**

7 ~~With thirty (30) calendar days' notice, unless agreed otherwise, an employee~~
8 ~~accepting a position as a union president will be granted leave without pay for up~~
9 ~~to thirty-six (36) months. The returning employee will be employed in a position in~~
10 ~~the same job classification and the same geographical area as determined by the~~
11 ~~Employer.~~

12 With thirty (30) calendar days' notice, unless agreed otherwise, employees may be
13 granted leave without pay to accept temporary employment with the Union of a
14 specified duration, not to exceed six (6) months, provided the employee's time off
15 will not interfere with the operating needs of the college/district as determined by
16 management. Employees who accept temporary employment with the Union may
17 be allowed to use 8 hours per month of vacation leave or compensatory time to
18 maintain their medical benefits while working for the Union. The Union will
19 reimburse the Employer for the "fully burdened costs of the positions" the
20 Employer incurs as a result of an employee accepting the temporary employment.
21 The Union will reimburse the Employer. The parties may agree to an extension of
22 leave without pay up to an additional six (6) months. The returning employee will
23 be employed in a position in the same job classification and the same geographical
24 area, as determined by the Employer.

25 39.10 Temporary Employment as a Union President

26 A. Leave of Absence

27 Upon request of the Union, the Employer will grant leave with pay for the
28 President for up to thirty-six (36) months. The Union will give the Employer at

1 least thirty (30) calendar day’s prior notice, unless otherwise agreed. The Union
2 will reimburse the Employer for the “fully burdened costs of the positions” the
3 Employer incurs as a result of placing the President on leave with pay during the
4 period of absence. The Union will reimburse the College by the 20th of each
5 month for the previous month.

6
7 B. Leave Balances

8 The President will accrue sick leave in the amount of one hour for every 40 hours
9 worked but will not accrue vacation leave during the period of absence. When the
10 President returns to state service their leave balances will not exceed their leave
11 balances on the date the period of absence commenced. If the sick leave balance
12 was under 40 hours as of the date the period of absence commenced, they will
13 retain accrued sick leave up to 40 hours total upon return to state service. If the
14 President retires or separates from state service at the end of the period of
15 absence, their leave balances will not exceed their leave balances on the date the
16 period of absence commenced. Reporting of leave will be submitted to the
17 Employer. All leave requests will be submitted within the required time limits.

18
19 C. Indemnification

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

26
27 D. Return Rights

28 The President will have the right to return to the same position or in another
29 position in the same job classification and the same geographic area as determined
30 by the Employer, provided such reemployment is not in conflict with other

1 Articles in this Agreement. The employee and the Employer may enter into a
2 written agreement regarding return rights at the commencement of the leave. The
3 period of leave will not impact the employee’s seniority date.
4

5 **39.1~~10~~ Board of Trustee Meetings**

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

8 **39.1~~21~~ WPEA HE Master Agreement Negotiations**

9 A. Release Time

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

1 B. Confidentiality/Media Communication
2 Bargaining sessions will be closed to the press and the public unless agreed
3 otherwise by the chief spokespersons. No proposals will be placed on the
4 parties website. The parties are not precluded from generally
5 communicating with their respective constituencies about the status of
6 negotiations while they are taking place. There will be no public disclosure
7 or public discussion of the issues being negotiated until resolution or
8 impasse is reached on all issues submitted for negotiations.

TENTATIVE AGREEMENT REACHED

For the Employer:



9/7/2022

Gina L. Comeau, OFM Date
OFM/SHR Labor Negotiator

For the Union:



September 11, 2022

Amanda Hacker Date
Contract Administration
Director,
WPEA Higher Education

1 **ARTICLE 40**

2 **UNION DUES DEDUCTION AND STATUS REPORTS**

3 **40.1 Notification to Employees**

4 The Employer will inform new, transferred, promoted, or demoted employees prior
5 to appointment into positions included in the bargaining unit(s) of the Union's
6 exclusive representation status. The Employer will furnish the employees appointed
7 into bargaining unit positions with the Union payroll deduction authorization form
8 provided by the Union. The Employer will inform employees, in writing, when they
9 are leaving a position included in a bargaining unit. The Employer will furnish the
10 Membership Coordinator of the Union with copies of the employee's appointment
11 notice/letter at the same time it is provided to the employee.

12 **40.2 Union Dues Deduction**

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

20 **40.3 Dues Cancellation**

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

1 **40.4 Status Reports**

2 A. Each month the Employer will provide the Membership Coordinator of the
3 Union with a status report in an electronic format. The Employer may
4 choose to discharge this duty by separately arranging to have a third party
5 provide part or all of the data supplied in the report to the Union. The status
6 report will include the following data, if maintained by the Employer, for
7 employees in the bargaining unit and those who enter or leave the
8 bargaining unit or who start or stop deductions:

- 9 1. Employee name;
- 10 2. Permanent address;
- 11 3. College;
- 12 4. College duty station(s);
- 13 5. Home department name;
- 14 ~~65.~~ Job classification code and job title;
- 15 ~~76.~~ Bargaining unit code;
- 16 ~~87.~~ Unique employee system identification number;
- 17 ~~98.~~ Work phone number, ~~if available~~;
- 18 ~~10.~~ Work email address;
- 19 ~~11.~~ Seniority Date;
- 20 ~~129.~~ Position number;
- 21 ~~1340.~~ Salary range and step;
- 22 ~~1444.~~ Job percentage of full;

1 ~~152~~. Gross salary for the month;

2 ~~163~~. Union deduction code(s) and amount(s);

3 ~~174~~. Work county code and name;

4 ~~185~~. Employee type; ~~and~~

5 ~~19~~. Overtime eligibility designation;

6 ~~20~~. Retirement benefit plan; and

7 ~~2146~~. Whether an employee has been appointed to, separated from, or
8 promoted out of the bargaining unit and the effective date of such
9 action. If separated, the nature of the separation (e.g. termination,
10 retirement, resignation, death) will be provided.

11 B. Information provided pursuant to this Section will be maintained by the
12 Union and the United Food and Commercial Workers International
13 (UFCW) union in confidence according to the law.

14 C. The Union, UFCW and employees will indemnify the Employer and its
15 third party data supplier for any violations of employee privacy committed
16 by the Union pursuant to this Section.

17 D. When a bargaining unit position is vacated for at least thirty (30) days, the
18 Employer will inform the Union in writing of its intention to fill the
19 position, leave the position vacant, reallocate the position, or remove the
20 position from the bargaining unit.

21 **40.5 Indemnification**

22 The Union and employees agree to indemnify and hold harmless the Employer and
23 its third party supplier from all claims, demands, suits or other forms of liability
24 that arise against the Employer or third party supplier for or on account of

1 compliance with this Article and any issues related to the deduction of dues or fees
2 and any issues related to Employee Status Reports. Indemnification does not
3 include the Employer's or third party supplier's legal costs for representation
4 provided by the Office of the Attorney General.

TENTATIVE AGREEMENT REACHED

For the Employer:



9/5/2022

Gina L. Comeau, OFM Date
OFM/SHR Labor Negotiator

For the Union:



September 5, 2022

Amanda Hacker Date
Contract Administration
Director,
WPEA Higher Education

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ARTICLE 42
COMPENSATION

42.1 General Service Pay Range Assignments

A. Effective July 1, 202~~31~~, 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, 202~~20~~ through June 30, 202~~31~~” that it was assigned on June 30, 202~~31~~, except as otherwise specifically provided for in this Article. Effective July 1, 202~~31~~, 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, 202~~31~~, except as otherwise specifically provided for in this Article.

B. Effective July 1, 202~~32~~, all salary ranges and steps of the State General Service Salary Schedule Effective ~~January-July~~ 1, 202~~30~~ through June 30, 202~~41~~ will be increased by four percent (4%), ~~three and twenty-five hundredths percent (3.25%)~~, as shown in Appendix F. This salary schedule increase is based on the General Service Salary Schedule in effect on June 30, 202~~32~~.

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.

DE. 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

1 employee's base salary plus any applicable King County Premium Pay
2 under Section 42.16. ~~Section 42.17.~~ If, after this consideration, the
3 employee's salary is still below the local ordinance minimum wage, the
4 Employer will place the employee on a step in the assigned salary range that
5 is equal to or higher than the minimum wage requirement of the local
6 ordinance.

7 ~~E.D.~~ State Minimum Wage

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

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

15 **42.2 "IT" Professional Structure Pay Range Assignments**

16 A. Effective July 1, 202~~30~~, Appendix K identifies the salary range and
17 classification assignment for the IT Professional Structure (ITPS) Range
18 Salary Schedule.

19 B. Effective July 1, 202~~31~~, all salary ranges and steps of the "ITPS" Range
20 Salary Schedule will be increased by four percent (4%) remain in effect
21 until June 30, 202~~52~~ as shown in Appendix K. This salary schedule increase
22 is based on the ITPS Range Salary Schedule in effect on June 30, 2023.

23 C. Effective July 1, 202~~42~~, all salary ranges and steps of the "ITPS" Range
24 Salary Schedule will be increased by ~~three percent (3%)~~ ~~by three and~~
25 ~~twenty five hundredths percent (3.25%),~~ as shown in Appendix L.

26 D. Employees who are paid above the maximum for their range on the effective
27 date of the increases described in Subsection B and C above will not receive

1 the specified increase to their current pay unless the new range encompasses
2 their current rate of pay.

3 **42.3 Pay for Performing the Duties of a Higher Classification**

4 Employees who are temporarily assigned the full scope of duties and
5 responsibilities for more than fifteen (15) calendar days of a higher level
6 classification will be notified in writing and will be advanced to a step of the range
7 for the new class, that is nearest to five percent (5%) higher than the amount of the
8 pre-promotional step. The Employer may grant a higher salary increase as provided
9 in [Subsection 42.7 C](#).

10 Time spent performing the duties of a higher classification in accordance with this
11 Section will not be eligible to be counted as time for reallocations in [Section 41.3](#).

12 **42.4 Establishing Salaries for New Employees and New Classifications**

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

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

18 **42.5 Periodic Increases**

19 Periodic increases are provided as follows:

20 A. Employees who are hired at the minimum step of the pay range will receive
21 a two (2) step increase to base salary following completion of six (6) months
22 of service, and an additional two (2) step increase annually thereafter, until
23 they reach the top of the pay range.

24 B. Employees who are hired above the minimum step of the salary range will
25 receive a two (2) step increase to their base salary following completion of

1 twelve (12) months of service, and an additional two (2) step increase
2 annually thereafter, until they reach the top of the pay range.

3 C. Employees in classes that have pay ranges shorter than a standard range will
4 receive their periodic increases at the same intervals as employees in classes
5 with standard ranges, in accordance with Subsections 42.5 A and B.

6 D. The effective date of the periodic increase will be the first day of the month
7 it is due.

8 E. Employees hired before July 1, 2023~~1~~ will retain their periodic increment
9 date as of June 30, 202~~2~~~~3~~.

10 F. All employees will progress to Step M six (6) years after being assigned to
11 Step L in their permanent salary range. The Employer may increase an
12 employee's step to step M to address issues related to recruitment, retention
13 or other business needs.

14 **42.6 Salary Assignment Upon Promotion**

15 A. Employees promoted to a position in a class which salary range maximum
16 is less than fifteen percent (15%) higher than the salary range maximum of
17 the former class will be advanced to a step of the range for the new class
18 that is nearest to five percent (5%) higher than the amount of the pre-
19 promotional step.

20 B. Employees promoted to a position in a class which salary range maximum
21 is fifteen percent (15%) or more higher than the salary range maximum of
22 the former class will be advanced to a step of the range for the new class
23 that is nearest to ten percent (10%) higher than the amount of the pre-
24 promotional step.

25 C. Recruitment, Retention, other Business Needs or Geographic Adjustments

1 The Employer may authorize more than the step increases specified in
2 Subsections 42.5 A and B, when there are recruitment, retention, or other
3 business needs, as well as when the employee’s promotion requires a
4 change of residence to another geographic area to be within a reasonable
5 commuting distance of the new place of work. Such an increase may not
6 result in a salary greater than the range maximum.

7 **42.7 Salary Adjustments**

8 The Employer may increase an employee’s step within the salary range to address
9 issues related to recruitment, retention or other business needs. Such an increase
10 may not result in a salary greater than Step M of the range.

11 **42.8 Demotion**

12 An employee who voluntarily demotes to a position in a different job class with a
13 lower salary range will be placed in the new range at a salary equal to their previous
14 base salary. If the previous base salary exceeds the new range maximum, the
15 employee’s base salary will be set equal to the new range maximum.

16 **42.9 Transfer**

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

23 **42.10 Reassignment**

24 Reassignment is defined as an Employer-initiated move of an employee within the
25 college or district from one (1) position to another in the same class or a different
26 class with the same salary range maximum. Upon reassignment, an employee
27 retains their current base salary.

1 **42.11 Reversion**

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

7 **42.12 Elevation**

8 Elevation is defined as restoring an employee to the higher classification, with
9 permanent status, which was held prior to being granted a demotion or to a class
10 that is between the current class and the class from which the employee was
11 demoted. Upon elevation, an employee’s salary will be determined in the same
12 manner that is provided for promotion in [Section 42.5](#).

13 **42.13 Part-Time Employment**

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

17 **42.14 Callback**

18 A. When an overtime-eligible employee has left the institution grounds and is
19 called to return to the work station outside of regularly scheduled hours to
20 handle emergency situations that could not be anticipated, they will receive
21 three (3) hours penalty pay plus time actually worked. The penalty pay will
22 be compensated at the regular rate; time worked will be in accordance with
23 [Article 7](#), Hours of Work, and [Article 8](#), Overtime.

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

- 1 C. An employee who is receiving standby pay is not entitled to callback
2 penalty pay if required to return to work after departing the worksite or is
3 directed to report to duty prior to the starting time of their new scheduled
4 work shift.

5 **42.15 Shift Premium**

- 6 A. Shift premium for employees assigned to a shift in which a majority of time
7 worked daily or weekly is between 5:00 pm and 7:00 am will be ~~two one~~
8 ~~dollars and fifty cents~~ (\$2.50) per hour or ~~one hundred seventy four~~ ~~four~~
9 ~~hundred and thirty five~~ dollars ~~(\$435.00)~~ ~~(\$174.00)~~ per month.

- 10 B. Shift premium will be paid for the entire daily or weekly shift, which
11 qualifies under Subsection A. Shift premium may also be computed and
12 paid at the monthly rate for employees permanently assigned to a qualifying
13 afternoon or night shift.

- 14 C. An employee assigned to a shift that qualifies for shift premium pay will
15 receive the same shift premium for authorized periods of paid leave.

- 16 D. When an employee is regularly assigned to an afternoon or evening shift
17 that qualifies for shift premium, the employee will receive shift premium
18 pay during temporary assignment, not to exceed five (5) working days, to a
19 shift that does not qualify for shift premium.

20 **42.16 King County Premium Pay**

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

1 **42.17 Standby**

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

5 1. The employee is required to be present at a specified location or is
6 immediately available to be contacted. The location may be the
7 employee's home or other specific location, but not a worksite away
8 from home.

9 2. The Employer requires the employee to be prepared to report
10 immediately for work if the need arises, although the need might not
11 arise.

12 B. Standby status will not be concurrent with work time.

13 C. Employees on standby status will be compensated at a rate of seven percent
14 (7%) of their hourly base salary for time spent in standby status.

15 **42.18 Relocation Compensation**

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

18 1. When it is reasonably necessary that a person make a domiciliary
19 move in accepting a reassignment or appointment; or

20 2. It is necessary to successfully recruit or retain a qualified candidate
21 or employee who will have to make a domiciliary move in order to
22 accept the position.

23 B. If the employee receiving the relocation payment terminates or causes
24 termination of their employment with the state within one (1) year of the
25 date of employment, the state will be entitled to reimbursement for the
26 moving costs which have been paid and may withhold such sum as

1 necessary from any amounts due the employee. Termination as a result of
2 layoff or disability separation will not require the employee to repay the
3 relocation compensation.

4 **42.19 Salary Overpayment Recovery**

5 A. When the Employer has determined that an employee has been overpaid
6 wages, the Employer will provide written notice to the employee that will
7 include the following items:

- 8 1. The amount of the overpayment;
- 9 2. The basis for the claim; and
- 10 3. The rights of the employee under the terms of this Agreement.

11 B. Method of Payback

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

- 14 1. Voluntary wage deduction;
- 15 2. Cash; or
- 16 3. Check.

17 The employee will have the option to repay the overpayment over a period
18 of time equal to the number of pay periods during which the overpayment
19 was made. The employee and the Employer may agree to make other
20 repayment arrangements. The payroll deduction to repay the overpayment
21 will not exceed five percent (5%) of the employee's disposable earnings in
22 a pay period. However, the Employer and the employee can agree to an
23 amount that is more than the five percent (5%).

24 If the employee fails to choose one (1) of the three (3) options described
25 within the timeframe specified in the institution's written notice of
26 overpayment, the institution will deduct the overpayment owed from the

1 employee's wages over a period equal to the number of pay periods during
2 which the overpayment was made.

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

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

6 C. Appeal Rights

7 Any dispute concerning the occurrence or amount of the overpayment will
8 be resolved through the grievance procedure in [Article 30](#) of this
9 Agreement. No deduction shall be made from the employee's wages for the
10 duration of the grievance procedure, with the exception of those employees
11 who separate from the Employer during the pendency of the grievance
12 process.

13 **42.20 Special Pay Salary Ranges**

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

19 **42.21 Multilingual/Sign Language/Braille Premium Pay**

20 Whenever a classified position has a bona fide requirement for regular use of
21 competent skills in more than one (1) language, and/or sign language (AMESLAN),
22 and/or Braille, the Employer will authorize premium pay of two (2) ranges above
23 the level normally assigned for that position, except for those instances where the
24 position is allocated to a class that specifies these skills. For positions in IT
25 classifications, the Employer will authorize premium pay of five percent (5%)
26 above the level normally assigned for that position, except for those instances where
27 the position is allocated to a class that specifies these skills.

1 **42.22 Dependent Care Salary Reduction Plan**

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

6 **42.23 Pre-Tax Health Care Premiums**

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

10 **42.24 Medical/Dental Expense Account**

11 The Employer agrees to continue to allow insurance eligible employees, covered
12 by the Agreement, to participate in a medical and dental expense reimbursement
13 program to cover co-payments, deductibles and other medical and dental expenses,
14 if employees have such costs, or expenses for services not covered by health or
15 dental insurance on a pre-tax basis as permitted by federal tax law or regulation.

16 **42.25 Voluntary Separation Incentives – Voluntary Retirement Incentives**

17 The Employer will have the discretion to participate in a Voluntary Separation
18 Incentive Program or a Voluntary Retirement Incentive Program, if such programs
19 are provided for in the 2023~~4~~-2025~~3~~ operating budget. Such participation must be
20 in accordance with the program guidelines. Program incentives or offering of such
21 incentives are not subject to the grievance procedure.

22

23 ~~**42.26 One-Time Lump Sum Payment**~~

24 ~~A. — Effective July 1, 2022, bargaining unit employees will receive a lump sum~~
25 ~~amount of two thousand dollars (\$2,000), who are:~~

26 ~~1. — Hired on or before July 1, 2022.~~

1 ~~2. Occupying a position that has an annual full-time equivalent base~~
2 ~~salary of less than ninety-nine thousand dollars (\$99,000.00) on~~
3 ~~June 30, 2022 after all adjustments to an employee's base salary~~
4 ~~have been completed.~~

5 ~~i. Base salary excludes overtime, shift differential and all other~~
6 ~~premiums or payments.~~

7 ~~ii. Hourly employees' annual base salary shall be the base~~
8 ~~hourly rate multiplied by two thousand eighty-eight (2,088).~~

9 ~~B. The amount for the lump-sum payment for part-time employees will be~~
10 ~~proportionate to the number of hours the part-time employee was in pay~~
11 ~~status during the fiscal year 2022 in proportion to that required for full-time~~
12 ~~employment.~~

13 ~~C. Bargaining unit employees who occupy more than one position will receive~~
14 ~~only one lump-sum payment. Eligibility for the lump-sum payment will be:~~

15 ~~1. Bases upon the position in which work was performed on July 1,~~
16 ~~2022; or~~

17 ~~2. If no work was performed on July 1, 2022, then based on the position~~
18 ~~from which the employee receives the majority of compensation.~~

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

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

22 Employees who choose to be boosted, at a location of their choosing, and
23 voluntarily provide their employer with proof of up-to-date COVID-19
24 vaccination, to include any boosters recommended by the U.S. Centers for
25 Disease Control (CDC) at the time proof is provided to the employer,

1 between January 1, 2023, and December 31, 2023, shall receive a one
2 thousand dollar (\$1000.00) one-time lump sum payment to be paid no
3 earlier than July 25, 2023.

4 B. The lump sum payment will be reflected in the employee’s paycheck subject
5 to all required state and federal withholdings and be provided as soon as
6 practicable based upon their agency’s Human Resources and/or payroll
7 processes.

8 1. Bargaining unit employees will only receive one lump sum payment
9 regardless, if they occupy more than one position within State
10 government. Eligibility for the lump sum payment will be:

11 a. Based upon the position in which work was performed on
12 the date the up-to-date status is verified; or

13 b. If no work was performed on the date the up-to-date status
14 is verified, then based on the position from which the
15 employee receives the majority of compensation.

16 3. Employees will receive the lump sum payment only once during
17 their employment with the State or Higher Education, regardless of
18 whether they hold multiple positions or are employed by multiple
19 agencies between January 1, 2023 and December 31, 2023.

20 4. Employees who are no longer employed on July 1, 2023 are not
21 entitled to receive the lump sum.

22 **42.27 Specific Classification Range Increases-Recruitment, Retention,**
23 **Compression or Class Plan Maintenance**
24

25 Effective July 1, 2023, targeted job classifications were assigned to a higher salary
26 range due to documented recruitment or retention difficulties, compression or
27 inversion, or class plan maintenance. The associated increases shall be step for step.

1
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Appendix M identifies the impacted job classification, the salary range increase and effective date of the increase.

TENTATIVE AGREEMENT REACHED

For the Employer:



9/19/2022

Gina L. Comeau, OFM Date
OFM/SHR Labor Negotiator

For the Union:



September 20, 2022

Amanda Hacker Date
Contract Administration
Director,
WPEA Higher Education

1 **42.22 Dependent Care Salary Reduction Plan**

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

6 **42.23 Pre-Tax Health Care Premiums**

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

10 **42.24 Medical/Dental Expense Account**

11 The Employer agrees to continue to allow insurance eligible employees, covered
12 by the Agreement, to participate in a medical and dental expense reimbursement
13 program to cover co-payments, deductibles and other medical and dental expenses,
14 if employees have such costs, or expenses for services not covered by health or
15 dental insurance on a pre-tax basis as permitted by federal tax law or regulation.

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17 The Employer will have the discretion to participate in a Voluntary Separation
18 Incentive Program or a Voluntary Retirement Incentive Program, if such programs
19 are provided for in the 2023~~4~~-2025~~3~~ operating budget. Such participation must be
20 in accordance with the program guidelines. Program incentives or offering of such
21 incentives are not subject to the grievance procedure.

22

23 ~~42.26 One-Time Lump Sum Payment~~

24 ~~A. — Effective July 1, 2022, bargaining unit employees will receive a lump sum~~
25 ~~amount of two thousand dollars (\$2,000), who are:~~

26 ~~1. — Hired on or before July 1, 2022.~~

1 ~~2. Occupying a position that has an annual full-time equivalent base~~
2 ~~salary of less than ninety-nine thousand dollars (\$99,000.00) on~~
3 ~~June 30, 2022 after all adjustments to an employee's base salary~~
4 ~~have been completed.~~

5 ~~i. Base salary excludes overtime, shift differential and all other~~
6 ~~premiums or payments.~~

7 ~~ii. Hourly employees' annual base salary shall be the base~~
8 ~~hourly rate multiplied by two thousand eighty-eight (2,088).~~

9 ~~B. The amount for the lump sum payment for part-time employees will be~~
10 ~~proportionate to the number of hours the part-time employee was in pay~~
11 ~~status during the fiscal year 2022 in proportion to that required for full-time~~
12 ~~employment.~~

13 ~~C. Bargaining unit employees who occupy more than one position will receive~~
14 ~~only one lump sum payment. Eligibility for the lump sum payment will be:~~

15 ~~1. Bases upon the position in which work was performed on July 1,~~
16 ~~2022; or~~

17 ~~2. If no work was performed on July 1, 2022, then based on the position~~
18 ~~from which the employee receives the majority of compensation.~~

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23 voluntarily provide their employer with proof of up-to-date COVID-19
24 vaccination, to include any boosters recommended by the U.S. Centers for
25 Disease Control (CDC) at the time proof is provided to the employer.

1 between January 1, 2023, and December 31, 2023, shall receive a one
2 thousand dollar (\$1000.00) one-time lump sum payment to be paid no
3 earlier than July 25, 2023.

4 B. The lump sum payment will be reflected in the employee's paycheck subject
5 to all required state and federal withholdings and be provided as soon as
6 practicable based upon their agency's Human Resources and/or payroll
7 processes.

8 1. Bargaining unit employees will only receive one lump sum payment
9 regardless, if they occupy more than one position within State
10 government. Eligibility for the lump sum payment will be:

11 a. Based upon the position in which work was performed on
12 the date the up-to-date status is verified; or

13 b. If no work was performed on the date the up-to-date status
14 is verified, then based on the position from which the
15 employee receives the majority of compensation.

16 3. Employees will receive the lump sum payment only once during
17 their employment with the State or Higher Education, regardless of
18 whether they hold multiple positions or are employed by multiple
19 agencies between January 1, 2023 and December 31, 2023.

20 4. Employees who are no longer employed on July 1, 2023 are not
21 entitled to receive the lump sum.

22 **42.27 Specific Classification Range Increases-Recruitment, Retention,**
23 **Compression or Class Plan Maintenance**
24

25 Effective July 1, 2023, targeted job classifications were assigned to a higher salary
26 range due to documented recruitment or retention difficulties, compression or
27 inversion, or class plan maintenance. The associated increases shall be step for step.

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Appendix M identifies the impacted job classification, the salary range increase and effective date of the increase.

TENTATIVE AGREEMENT REACHED

For the Employer:



9/12/2022

Gina L. Comeau, OFM Date
OFM/SHR Labor Negotiator

For the Union:

Amanda Hacker Date
Contract Administration
Director,
WPEA Higher Education

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1 **ARTICLE 44**

2 **VOLUNTARY EMPLOYEES BENEFICIARY ASSOCIATION (VEBA)**

3 **44.1** The Employer will provide to eligible employees covered by this Agreement a medical
4 expense plan that provides for reimbursement of medical expenses. Instead of cash out of
5 sick leave at retirement, the Employer may deposit equivalent funds in a medical expense
6 plan for eligible employees, as authorized by [RCW 41.04.340](#). The medical expense plan
7 must meet the requirements of the Internal Revenue Code.

8 **44.2** As a condition of participation, the medical expense plan provided will require that each
9 covered eligible employee sign an agreement with the Employer. The agreement will
10 include the following provisions.

11 A. A provision to hold the Employer harmless should the United States government
12 find that the Employer or the employee is indebted to the United States as a result
13 of:

14 1. The employee not paying income taxes due on the equivalent funds placed
15 into the plan; or

16 2. The Employer not withholding or deducting a tax, assessment, or other
17 payment on funds placed into the plan as required by federal law.

18 B. A provision to require each covered eligible employee to forfeit remuneration for
19 accrued sick leave at retirement if the employee is covered by a medical expense
20 plan and the employee refuses to sign the required agreement.

21 **TENTATIVE AGREEMENT REACHED**

22 For the Employer:

For the Union:

23
24 

8/11/2022

25
26 Gina L. Comeau
27 Labor Negotiator

Date



8/18/2022

Amanda Hacker
Contract Administration Director

Date

1 Office of Financial Management

WPEA Higher Education

1

ARTICLE 45

2

STRIKES

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

TENTATIVE AGREEMENT REACHED

For the Employer:



9/7/2022

Gina L. Comeau, OFM Date
OFM/SHR Labor Negotiator

For the Union:



September 11, 2022

Amanda Hacker Date
Contract Administration
Director,
WPEA Higher Education

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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.

TENTATIVE AGREEMENT REACHED

For the Employer:

For the Union:



8/11/2022

8/18/2022

Gina L. Comeau Date
Labor Negotiator
Office of Financial Management

Amanda Hacker Date
Contract Administration Director
WPEA Higher Education

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

TENTATIVE AGREEMENT REACHED

For the Employer:

For the Union:



8/11/2022

8/18/2022

Gina L. Comeau Date
Labor Negotiator
Office of Financial Management

Amanda Hacker Date
Contract Administration Director
WPEA Higher Education

1

ARTICLE 48

2

DISTRIBUTION OF AGREEMENT

3

The Employer will make this Agreement available on the appropriate Employer websites

4

and provide a copy to the Union in [a mutually agreeable accessible](#) electronic format ~~of the~~

5

~~Union's choosing~~. The Union will be responsible for the printing and distribution of the

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Agreement for their membership. The Employer will be responsible for ensuring managers

7

and supervisors have access to the Agreement.

TENTATIVE AGREEMENT REACHED

For the Employer:

For the Union:



8/28/2022

September 5, 2022

Gina L. Comeau, OFM Date
OFM/SHR Labor Negotiator

Amanda Hacker Date
Contract Administration
Director,
WPEA Higher Education

1

ARTICLE 49

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DURATION

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49.1 All provisions of this Agreement will become effective July 1, 202~~3~~⁴, and will remain in full force and effect through June 30, 202~~5~~³.

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49.2 Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 202~~4~~² and no later than February 28, 202~~4~~². Negotiations will begin at a time agreed upon by the parties.

6

7

TENTATIVE AGREEMENT REACHED

For the Employer:

For the Union:



8/17/2022

September 5, 2022

Gina L. Comeau, OFM
OFM/SHR Labor Negotiator

Date

Amanda Hacker
Contract Administration
Director,
WPEA Higher Education

Date

1 **ARTICLE 50**

2 **MANDATORY SUBJECTS**

3 **50.1** The Employer will satisfy its collective bargaining obligation before changing a
4 matter that is a mandatory subject not covered under the Agreement. The Employer
5 will notify the Union in writing at mandatorysubjects@wpea.org of these changes
6 and the Union may request discussions about and/or negotiations on these changes.
7 The Union will notify the OFM State Human Resources Labor Relations and
8 Compensation Policy Section (LRS) at labor.relations@ofm.wa.gov, with a copy
9 to the Employer, of any demands to bargain. In the event the Union does not request
10 discussions and/or negotiations from the OFM/LRS Office within twenty-one (21)
11 calendar days, the Employer may implement the changes without further
12 discussions and/or negotiations unless both parties agree in writing to extend the
13 time. The timeframe for filing a demand to bargain will begin after the Employer
14 has provided written notice to the Union. There may be mandated conditions that
15 are outside of the Employer's control requiring immediate implementation, in
16 which case the Employer will notify the Union as soon as possible.

17 **50.2 Negotiations**

- 18 A. The parties will agree to the location and time for the discussions and/or
19 negotiations. The Employer and the Union recognize the importance of
20 scheduling these discussions and/or negotiations in an expeditious manner
21 and will schedule negotiations as soon as possible.
- 22 B. Each party is responsible for choosing its own representatives for these
23 activities. The Union will provide the Employer with the names of its
24 employee representatives, including shop stewards and other bargaining
25 unit employees, at least four (4) calendar days in advance of the meeting
26 date unless the meeting is scheduled sooner, in which case the Union will
27 notify the Employer as soon as possible.

1 **50.3 Release Time**

2 A. The Employer will approve paid release time for up to three (3) employee
3 representatives who are scheduled to work during the time negotiations are
4 being conducted, provided the absence of the employee will not interfere
5 with the operating needs of the college/district. The Employer will approve
6 compensatory time, vacation leave or leave without pay for additional
7 employee representatives, provided the absence of the employee will not
8 interfere with the operating needs of the college/district.

9 B. No overtime or compensatory time will be incurred as a result of
10 negotiations and/or preparation for negotiations.

11 C. The Union is responsible for paying any travel or per diem of employee
12 representatives. Employee representatives may not use a state vehicle to
13 travel to and from a bargaining session, unless authorized by the
14 college/district for business purposes.

15 D. Employee representatives referenced in this Section include shop stewards
16 and other bargaining unit employees.

TENTATIVE AGREEMENT REACHED

For the Employer:

For the Union:



9/5/2022

September 5, 2022

Gina L. Comeau, OFM Date
OFM/SHR Labor Negotiator

Amanda Hacker Date
Contract Administration
Director,
WPEA Higher Education

1 **APPENDIX A**
2 **BARGAINING UNITS REPRESENTED BY THE WASHINGTON PUBLIC**
3 **EMPLOYEES ASSOCIATION - HIGHER EDUCATION AS OF NOVEMBER 12,**
4 **2019**

Bellevue College	Non-Supervisory Classified, excluding custodians, grounds, maintenance, mail	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 District	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	
Walla Walla Community College	Non-Supervisory Classified Supervisory Classified	8381 8381
Wenatchee Valley College	Non-Supervisory Classified Supervisory Classified	RU-524 9803

TENTATIVE AGREEMENT REACHED

For the Employer:



8/28/2022

Gina L. Comeau, OFM Date
OFM/SHR Labor Negotiator

For the Union:



September 5, 2022

Amanda Hacker Date
Contract Administration
Director,
WPEA Higher Education

1

APPENDIX C

2

WPEA HIGHER ED-LAYOFF UNITS

<u>College</u>	<u>Layoff Units</u>
Bellevue College	<ol style="list-style-type: none">1. Project Employment2. All Other Classified Employees
Big Bend Community College	<ol style="list-style-type: none">1. Project Employment2. All Other Classified Employees
Cascadia College	<ol style="list-style-type: none">1. Project Employment2. All Other Classified Employees
Clark College	<ol style="list-style-type: none">1. Classified Employees in the Northwest Athletic Association of Community Colleges2. Project Employment3. All Other Classified Employees
Columbia Basin College	<ol style="list-style-type: none">1. Project Employment2. All Non-Supervisory Classified Staff
Edmonds Community College	<ol style="list-style-type: none">1. Head Start Employees2. Project Employment3. All Other Classified Employees, including Corrections Employees
Grays Harbor College	<ol style="list-style-type: none">1. Project Employment2. Satellite Campuses3. All Other Classified Employees4. The Center for Learning Connections
Olympic College	<ol style="list-style-type: none">1. Project Employment2. All Other Classified Employees
Pierce College District	<ol style="list-style-type: none">1. Pierce County Careers Connection2. Invista Performance Solutions3. Project Employment4. All Other Classified Employees
Skagit Valley College	<ol style="list-style-type: none">1. Project Employment2. Head Start/ECEAP3. All Other Classified Employees

<u>College</u>	<u>Layoff Units</u>
1 Tacoma Community College	1. Gig Harbor Campus Employees 2. Project Employment 3. All Other Classified Positions
Walla Walla Community College	1. Project Employment 2. Education Program Employees at the 3. Clarkston Center Employees 4. Coyote Ridge Corrections Center Employees 5. All Other Classified Employees
Wenatchee Valley College	1. Project Employment 2. All Other Classified Employees

2

TENTATIVE AGREEMENT REACHED

For the Employer:



9/7/2022

Gina L. Comeau, OFM
OFM/SHR Labor Negotiator

Date

For the Union:



September 11, 2022

Amanda Hacker
Contract Administration
Director,
WPEA Higher Education

Date

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

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

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

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 are required to complete their primary series of COVID-19 vaccines (e.g. be fully vaccinated), or be approved by the employer for a medical or religious exemption and accommodation, as a condition of employment. Employees who fail to maintain this condition of employment for their position will be subject to non-disciplinary separation.

The term “fully vaccinated” shall have the following meaning: An employee is fully vaccinated against COVID-19 two weeks after they have received the second dose in a two-dose series of a COVID-19 vaccine (e.g., Pfizer-BioNTech, Moderna, Novavax) or a single-dose COVID-19 vaccine (e.g., Johnson & Johnson (J&J)/Janssen) authorized for emergency use, licensed, or otherwise approved by the FDA or listed for emergency use or otherwise approved by the World Health Organization.

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 and Prevention (CDC) 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.

TENTATIVE AGREEMENT REACHED

For the Employer:



9/7/2022

Gina L. Comeau, OFM Date
OFM/SHR Labor
Negotiator

For the Union:



September 11, 2022

Amanda Hacker Date
Contract Administration
Director,
WPEA Higher Education