# ARTICLE 2

## NON-DISCRIMINATION

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

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

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

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

**2.5** Both parties agree that nothing in this Agreement will prevent an employee from filing a complaint with the Washington State Human Rights Commission, Department of Education's Office for Civil Rights, or the Equal Employment Opportunity Commission.

Agreed this ___15th____ day of _September_______________, 2026

| The Evergreen State College | Washington Federation of State Employees |
| --- | --- |
| Laurel R. Uznanski ________________ | ___Ron Heley________________ |
| Laurel R. Uznanski, Lead Negotiator | Ron Heley, Lead Negotiator |

# ARTICLE 3

## WORKPLACE BEHAVIOR

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

~~3.1~~3.2 Inappropriate workplace behavior includes, but is not limited to, language or conduct in the workplace that is unwelcome and sufficiently severe, persistent, or pervasive. Such inappropriate workplace behavior could reasonably be expected to create an intimidating, hostile, or offensive environment, or has the purpose or effect of unreasonably interfering with an employee's work performance.

~~3.2~~3.3 Inappropriate workplace behavior by employees, supervisors and/or managers will not be tolerated. If an employee and/or the employee's union representative believes the employee has been subjected to inappropriate workplace behavior, the employee and/or the employee's representative is encouraged to report this behavior to the employee's supervisor, a manager in the employee's chain of command and/or Human Resource Services, or file a grievance in accordance with Article 30, Grievance Procedure. The complaint or grievance is to be identified as an inappropriate workplace behavior concern and contain the specific date, time and information upon which the complaint is based. If the employee and/or employee's representative submits a complaint in writing, the ~~. The~~ Employer will investigate the reported behavior and take appropriate action as necessary. The employee and/or designated union representative will be notified in writing, with a copy to Human Resource Services, ~~of the beginning and upon~~at the conclusion of Employer's review or ~~any~~ investigations.

~~3.3~~3.4 Retaliation against employees who make a workplace behavior complaint and witnesses who provide information will not be tolerated.

~~3.4~~3.5 ~~Substantive aspects of this article are not subject to the grievance procedure. Procedural aspects of~~Grievances filed under this article ~~are subject to~~may only be advanced up to Step ~~3~~ 4, Mediation, of ~~the~~ Article 30, ~~g~~Grievance ~~procedure~~ Procedure~~only~~. ~~To determine if procedural aspects have been met, the Employer may provide a summary of actions taken upon request. No other grievance steps apply.~~

Agreed this _15th______ day of _____September_____________, 2026

The Evergreen State College | Washington Federation of State Employees
--- | ---
Laurel R Uznanski ___________________ | __Ron Heley___________________
Laurel R. Uznanski, Lead Negotiator | Ron Heley, Lead Negotiator

# ARTICLE 4

## HIRING AND APPOINTMENTS

### 4.1 Filling Positions

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

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

When filling positions, the Employer will consider employees on the appropriate layoff list and the most senior candidate on the internal layoff list with the required skills and abilities who had indicated an appropriate geographic availability will be appointed to the position. If there are no names on the internal layoff list, the Employer will consider internal promotional candidates and employees who are requesting a transfer or voluntary demotion prior to considering other candidates. The Employer will offer an interview to at least three (3) internal candidates with the skills and abilities required for the position. Upon written request to Human Resource Services, internal candidates will be provided feedback if not hired for the position.

B. Internal Posting of Vacant Positions

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

C. An internal promotional candidate is an employee who applies for appointment with the Employer to a class with a higher salary range maximum.

D. A transfer candidate is an employee who applies for appointment with the Employer to a position in the same class, same class on a different shift or to a different class with the same salary range maximum.

E. A voluntary demotion candidate is an employee who applies for appointment with the Employer to a class with a lower salary range maximum.

F. The Employer will establish an application process for internal promotions, transfers and voluntary demotions. Consideration will be limited to employees who have the skills and abilities required for a position.

**4.2 Types of Appointment**

A. Regular Employment

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

B. Cyclic Year Employment

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

When additional work is required of a cyclic position during a period for which the position was scheduled for leave without pay, the temporary work will be offered to the incumbent. The incumbent will be allowed at least five (5) working days in which to accept or decline the offer. Should the incumbent decline the work, it will be offered to other cyclic employees, in the same classification or a higher classification in the same class series, with the necessary skills and abilities, in order of seniority, before being filled by other means. If the position has a lower salary range maximum, the cyclic employee will be placed in the new range at a salary equal to their previous base salary. If the previous base salary exceeds the new range, the employee's base salary will be set equal to the new range maximum.

C. Project Employment

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

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

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

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

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

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

4. When the Employer converts a project appointment into a permanent appointment, the employee will serve a probationary or trial service period.

5. The layoff and recall rights of project employees will be in accordance with the provisions in Article 35, Layoff and Recall.

D. <u>In-Training Employment</u>

1. The Employer may designate specific positions, groups of positions, or all positions in a job classification or series as in-training. The Employer will document the training program, including a description and length of the program. The Employer will discuss any proposed in-training series at a Union-Management Communication Committee meeting prior to implementation.

2. A candidate who is initially hired into an in-training position must successfully complete the job requirements of the appointment. The Employer may separate from classified service any employee who has completed the probationary period for an in-training appointment but does not successfully complete the subsequent trial service periods required by the in-training program. Employees who are not successful may be separated at any time with three (3) working days' notice from the Employer.

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

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

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

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

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

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

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

E. Other Employment

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

1. Maintain their established periodic increment date in accordance with Article 43.10;

2. Accrue vacation leave in accordance with Article 11.3; and

3. Have reemployment rights in accordance with Article 19.4.

**4.3** Employee Status

A. Classified Service

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

B. Job Classification

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

**4.4 Certification of Applicants**

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

**4.5 Review Periods**

A. Probationary Period

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

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

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

3. The Employer will extend a full-time employee's probationary period, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service. Employees working less than full-time will have their probationary period extended, on a day-for-day basis, on the same proportional basis that their appointment bears to full-time appointment. When an employee's probationary period is extended, the Employer will provide written notice indicating the basis for the extension and attendance, training, and performance expectations, if applicable.

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

B. <u>Trial Service Period</u>

1. Except for those employees in an in-training appointment, all other

employees with permanent status who are promoted, or who voluntarily accept a transfer or demotion into a job classification for which they have not previously attained permanent status, or who moves to a different position within their current job classification that requires different skills and abilities will serve a trial service period of six (6) consecutive months. Employees in an in-training appointment will follow the provisions of Article 4.2 D. The Employer may extend the trial service period for an individual employee or for all employees in a class as long as the extension does not cause the total trial service period to exceed twelve (12) months.

2. Any employee serving a trial service period will have their trial service period extended, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service. When an employee's trial service period is extended, the Employer will provide written notice indicating the basis for the extension and attendance, training, and performance expectations, if applicable.

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

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

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

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

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

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

5. An employee serving a trial service period may voluntarily revert to the employee's former position within fifteen (15) calendar days after the appointment, provided that the position has not been filled or an offer has not been made to an applicant. The Employer may consider requests after the fifteen (15) day period. After fifteen (15) days, an employee serving a trial service period may voluntarily revert at any time to a vacant position with the Employer that is:

   a. Within the employee's previously held job classification; or

   b. At or below the employee's previous salary range.

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

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

C. <u>Transition Review Period</u>

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

Agreed this __8th_____ day of ____September_____________, 2026

| The Evergreen State College | Washington Federation of State Employees |
| --- | --- |
| Laurel R. Uznanski | Ron Heley |
| Laurel R. Uznanski, Lead Negotiator | Ron Heley, Lead Negotiator |

# ARTICLE 6
# PERFORMANCE EVALUATION

## 6.1 Objective

The Employer will evaluate employee work performance at least once annually. The performance evaluation process gives a supervisor an opportunity to discuss performance goals and expectations with their employee and assess and review the employee's performance with regard to those goals and expectations, and to adjust and refine the goals and expectations of the employee, as appropriate. Supervisors can then provide support to the employee in their professional development, so that skills and abilities can be aligned with the Employer's mission and goals.

Regular communications and discussions between the employee and the supervisor will occur throughout the evaluation period, and should address strengths, accomplishments, and/or failure to meet goals and expectations related to the employee's performance. Performance problems should be brought to the attention of the employee at the time of the occurrence to give the employee an opportunity to receive additional training, if appropriate, and/or to correct or address the issue; and before it is included in the performance evaluation. The evaluation is not a substitute for regular communications and discussions, rather a structured complement to it.

## 6.2 Evaluation Process

A. The immediate supervisor will meet with an employee at the start of the employee's probationary, trial services, transition, and annual review period to discuss performance expectations. The employee will receive copies of their performance expectations as well as notification of any modifications made during the review period. Employee work performance will be evaluated during probationary, trial service and transition review periods and at least annually thereafter. Notification will be given to a probationary or trial service employee whose work performance is determined to be unsatisfactory.

B. The supervisor will discuss the evaluation with the employee. The employee will have the opportunity to provide feedback on the evaluation. The discussion may include such topics as:

1. Reviewing the employee's performance;

2. Identifying ways the employee may improve their performance;

3. Updating the employee's position description;

4. Identifying performance goals and expectations for the next appraisal period; and

5. Identifying employee training and development goals and opportunities.

C. The performance evaluation process is meant to be a back-and-forth conversation and will include, but not be limited to, a written performance evaluation on forms used by the Employer, the employee's signature acknowledging receipt of the forms, and any comments and/or self-evaluation by the employee. A copy of the performance evaluation will be provided to the employee at the time of the review. A copy of the final performance evaluation, including any employee or reviewer comments, will be provided to the employee. The original performance evaluation forms, including the employee's comments, will be maintained in the employee's personnel file.

D. If an employee disagrees with their performance evaluation, the employee has the right to attach a rebuttal.

E. The performance evaluation process is subject to the grievance procedure in Article 30, Grievance Procedure. The specific content of a performance evaluation is not subject to the grievance procedure, except as provided in

Article 6.2 G.

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

G. If an employee has been fully or partially exonerated of a specific discipline resulting from misconduct through the disciplinary grievance procedure, via a settlement agreement, or as a result of arbitration instruction(s), or if the Employer determines that allegations of misconduct are false in whole or in part, reference(s) to the specific discipline in the performance evaluation will be redacted. If the Employer fails to redact the specific reference(s) to the discipline that has been exonerated, the failure to redact the reference(s) is subject to the grievance procedure up to Step 3.

H. If an employee is not evaluated during the evaluation period, it may be construed to mean the employee has performed satisfactorily. Lack of a performance evaluation does not negate the content of regular communications and discussions about strengths, accomplishments and/or failure to meet goals and expectations as referenced in Section 6.1 above.

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

Agreed this __13th_____ day of ___August_______________, 2026

| The Evergreen State College | Washington Federation of State Employees |
| --- | --- |
| Laurel R. Uznanski | Ron Heley 08/13/26 |
| Laurel R. Uznanski, Lead Negotiator | Ron Heley, Lead Negotiator |

# ARTICLE 7
# HOURS OF WORK

## 7.1 Definitions

A. Full-time Employees

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

B. Overtime-Eligible Employees

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

C. Overtime-Exempt Employees

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

D. Part-time Employees

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

E. Work Schedules

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

F. Work Shift

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

G. Workday

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

H. Workweek

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

**7.2 Determination**

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

**7.3 Overtime-Eligible Employees**

A. Work Schedules

1. Regular Work Schedules

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

2. Alternate Work Schedules

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

B. Schedule Changes

1. Temporary Schedule Changes

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

2. Permanent Schedule Changes

Employees' workweeks and work schedules may be permanently changed with prior documented written work schedule change notice from the Employer and a copy provided to the employee. Overtime-eligible employees will receive fourteen (14) calendar days' written notice of a permanent schedule change. The day notification is given is considered the first day of notice. Notice will normally be given to the affected employees during their scheduled working hours. If an affected employee is on extended leave, notice may be sent to the employee's last known address. Adjustments in the hours of work of daily work shifts during a workweek do not constitute a permanent schedule change.

3. Emergency Schedule Changes

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

4. Employee-Requested Schedule Changes

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

C. Home Phone Calls

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

D. Shift Bidding Within Building Services and Police Dispatch

A regular employee in shift work assignments within Building Services and Police Dispatch who has successfully completed a probationary, trial service or transition review period may express their interest to the Employer in having particular work shifts. When a position is going to be filled on a permanent basis, the Employer will determine whether any employees have expressed an interest in that shift. Employees with the highest seniority, as defined in Article 39, Seniority, will receive their choice of shifts when comparable duties are involved and the employee has the skills and abilities necessary to perform the duties of the position.

1. Components of Shift Bid Request

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

2. Submittal and Withdrawal of Bids

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

3. Refusal of Shift Bid Request

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

a. The employee has documented attendance or performance problems.

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

4. Reassignment from a Bid Position

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

**7.4 Workload**

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

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

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

### 7.5 Overtime-Eligible Employees Unpaid Meal Periods

The Employer and the Union agree to unpaid meal periods that vary from and supersede the unpaid meal period requirements required by WAC 296-126-092. Unpaid meal periods for employees working more than five (5) consecutive hours, if entitled, will be a minimum of thirty (30) minutes and will be scheduled as close to the middle of the work shift as possible, taking into account the Employer's work requirements and the employee's wishes. Employees working three (3) or more hours longer than a normal workday will be allowed an additional thirty (30) minute unpaid meal period. When an employee's unpaid meal period is interrupted by work duties, the employee will be allowed to resume their unpaid meal period following the interruption, if possible, to complete the unpaid meal period. In the event an employee is unable to complete the unpaid meal period due to operational necessity, the employee will be entitled to compensation, which will be computed based on the actual number of minutes worked within the unpaid meal period. A portion of an unpaid meal period may occasionally be used for late arrival or early departure from work when approved by the supervisor and the remaining portion of the unpaid meal period is a minimum of thirty (30) minutes. Meal and rest periods will not be combined.

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

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

### 7.7 Overtime-Eligible Employees Rest Periods

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

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

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

**7.9 Overtime-Exempt Employees**

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

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

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

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

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

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

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

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

Agreed this __13th_____ day of ___August_______________, 2026

| The Evergreen State College | Washington Federation of State Employees |
|---|---|
| Laurel R. Uznanski | Ron Heley 08/13/26 |
| Laurel R. Uznanski, Lead Negotiator | Ron Heley, Lead Negotiator |

# ARTICLE 8
# OVERTIME

## 8.1 Definitions

A. Overtime

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

B. Overtime Rate

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

C. Work

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

1. All time actually spent performing the duties of the assigned represented bargaining unit job;

2. Travel time required by the Employer during normal work hours from one work site to another or travel time prior to normal work hours to a different work location that is greater than the employee's normal home-to-work travel time and all travel in accordance with applicable wage and hour laws;

3. Vacation leave;

4. Sick leave;

5. Compensatory time;

6. Holidays; and

7. Any other paid time not listed below.

D. Work for overtime purposes does not include:

1. Shared leave;

2. Leave without pay;

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

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

**8.2 Overtime Eligibility and Compensation**

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

**8.3 General Provisions**

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

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

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

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

A. Compensatory Time Eligibility

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

B. Maximum Compensatory Time

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

C. Compensatory Time Use

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

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

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

D. Compensatory Time Cash Out

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

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

Agreed this _31st____ day of ___July_____________, 2026

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| The Evergreen State College | Washington Federation of State Employees |
| Laurel R. Uznanski | Ron Heley |
| Laurel R. Uznanski, Lead Negotiator | Ron Heley, Lead Negotiator |

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# ARTICLE 9

## TRAINING AND EMPLOYEE DEVELOPMENT

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

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

**9.3** **Collective Bargaining Agreement Training**

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

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

C. The Union will provide training to employees covered under this Agreement. The Union may offer several training sessions related to this agreement. The Union will notify the Employer of the date and time for training related to this Agreement. The Employer will provide an employee paid release time ~~on~~ for only one (1) occasion for up to four (4) hours to attend the union-offered training. The employee must obtain prior approval from their supervisor before attending the training related to this Agreement by submitting a leave request for union paid release time.

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

**9.4 Training and Professional Development Opportunities**

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

**9.5 Educational Benefits**

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

A. Tuition Waivers

1. Space –Available Tuition Waiver

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

2. Employee 50% Operating Fee Tuition Waiver

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

B. Release Time

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

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

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

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

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

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

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

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

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

Agreed this 5th day of May, 2026

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|---|---|
| The Evergreen State College | Washington Federation of State Employees |
| Laurel R. Uznanski, Lead Negotiator | Ron Heley, Lead Negotiator |

# ARTICLE 10

# HOLIDAYS

## 10.1 Paid Holidays

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

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

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

## 10.2 Observance of Holidays

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

## 10.3 Holiday Rules

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

A. When a holiday falls on the employee's scheduled workday, that day will be considered the holiday. Employees will be paid based on the number of scheduled hours for the shift on the day of the holiday at a straight-time rate even though they do not work.

B. In addition to Subsection A above, employees will be paid for the hours actually worked on a holiday at the overtime rate.

C. Permanent and probationary employees working twelve (12) month schedules or cyclic year employees who work full monthly schedules throughout their work year will receive holiday pay if they were in pay status on the workday preceding the holiday.

D. Cyclic year employees scheduled to work less than full monthly schedules throughout their work year qualify for holiday compensation if they work or are in pay status during the holiday month and on the workday on their last regularly scheduled working day preceding the holiday. Cyclic year employees will be entitled to the number of paid hours on a holiday in an amount proportionate to the time in pay status during the month to that required for full-time employment.

E. Nothing precludes the Employer, with prior notice, from switching an employee from an alternate work schedule to a regular work schedule during the week of a holiday.

F. <u>Holidays that Fall on the Employee's Day Off</u>

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

1. The Employer will provide the employee an alternate day off within the workweek or,

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

G. Holidays that Fall on a Saturday or Sunday

1. When a holiday falls on a Saturday, the Friday before will be the holiday.

2. When a holiday falls on a Sunday, the following Monday will be the holiday.

H. Holiday that Spans Two (2) Calendar Days

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

**10.4 Personal Holidays**

An employee may choose one (1) workday as a personal holiday as per RCW 1.16.050 during each calendar year.

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

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

1. The employee has given at least ten (10) calendar days' written notice

to the supervisor. However, the supervisor has the discretion to allow a shorter notice period.

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

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

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

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

F. Part or all of a personal holiday may be donated to another employee for shared leave as provided in RCW 41.04.665. When donating a personal holiday for shared leave, a personal holiday for a full-time employee is eight (8) hours and a personal holiday for a less than full-time employee is pro-rated. Any remaining portions of a personal holiday or any portion returned to the employee must be taken as one (1) absence, not to exceed the work shift on the day of the absence.

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

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

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

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

4. Leave in order to perform any official duty as a member of the Washington state legislature during regular and special legislative sessions in accordance with RCW 49.100; or

5. When a high-risk employee, as defined in RCW 49.17.062, seeks reasonable accommodation and the Employer determines that leave is the only available reasonable accommodation until completion of the public health emergency or another accommodation is made available.

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

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

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

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

A. Leave without pay will be granted for up to two (2) workdays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization in accordance with RCW 1.16.050.

B. The employee may select the days on which the employee desires to take the two (2) unpaid holidays after consultation with the Employer. Leave without pay may only be denied if the employee's absence would impose an undue hardship on the Employer as defined by Chapter 82-56 WAC or the employee is necessary to maintain public safety.

C. The employee's unpaid holiday for a reason of faith or conscience must be used in full workday increments and is equivalent to the employee's work shift on the day selected for the unpaid holiday.

D. A permanent or probationary employee who is on an unpaid holiday for reasons of faith and conscience on a work shift preceding a paid holiday, as designated in Article 10.1, will receive holiday pay for the designated holiday.

E. The employee's seniority date, probationary review period, trial service period or transition review period will not be affected by leave without pay taken for a reason of faith or conscience.

F. The employee will only be required to identify that the request for leave is for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

Agreed this _2nd_____ day of __September_________, 2026

| The Evergreen State College | Washington Federation of State Employees |
|---|---|
| Laurel R. Uznanski | ____Ron Heley________________ |
| Laurel R. Uznanski, Lead Negotiator | Ron Heley, Lead Negotiator |

# ARTICLE 11
## VACATION LEAVE

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

**11.2 Vacation Leave Credits**

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

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

**11.3 Vacation Leave Accrual**

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

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

B. Employees hired the 1st through the 15th of the month will receive the vacation leave accrual credit for that month. Employees hired on the 16th through the end of the month will not receive a vacation leave accrual credit for that month.

C. Employees who separate from employment with the Employer between the 1st through the 15th of the month will not receive a vacation leave accrual for that month. Employees who separate from employment with the Employer between the 16th through the end of the month will receive the vacation leave accrual credit for that month.

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

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

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

### 11.4 Vacation Leave Accrual Rate Schedule

The parties agree to match the agreement reached at the State of Washington/OFM LRO 2027-2029 WFSE GG negotiations table for any increases in the vacation leave accrual rates in this Section of the Article. For example, if the parties at the 2027-2029 WFSE GG table settle on an 8 (eight) hour annual increase then those covered by this agreement would see an additional 8 (eight) hours annually of vacation or the appropriate proportion.

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

| | | |
|---|---|---|
| total state employment | | (136) |
| During the seventh, eighth, and ninth years of total state employment | 12 hrs | One hundred forty-four (144) |
| During the tenth, eleventh, twelfth, thirteenth, and fourteenth years of total state employment | 13 hrs, 20 mins | One hundred sixty (160) |
| During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth years of total state employment | 14 hrs, 40 mins | One hundred seventy-six (176) |
| During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth years of total state employment | 16 hrs | One hundred ninety-two (192) |
| During the twenty-fifth year of total state employment and thereafter | 16 hrs, 40 mins | Two hundred (200) |

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

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

**11.6 Vacation Scheduling for All Employees**

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

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

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

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

**11.7 Family Care**

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

**11.8 Military Family Leave**

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

**11.9 Domestic Violence Leave**

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

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

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

**11.11 Legislative Service Leave**

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

### 11.12 Use of Vacation Leave for Sick Leave Purposes

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

### 11.13 Emergency Childcare and Eldercare

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

### 11.14 Vacation Cancellation

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

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

### 11.15 Vacation Leave Maximum

Employees may accumulate maximum vacation leave balances not to exceed two hundred and eighty (280) hours. However, there are two (2) exceptions that allow vacation leave to accumulate above the maximum:

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

B. An employee may also accumulate vacation leave days in excess of two hundred and eighty (280) hours as long as the employee uses the excess balance prior to the employee's anniversary date. Any leave in excess of the maximum that is not deferred in advance of its accrual as described above, will be lost on the employee's anniversary date.

**11.16 Separation**

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

A. Payment of vacation leave credits when they:

i. Resign with adequate notice and will have a break in service because they have not accepted employment with another state agency or institution;

ii. Retire;

iii. Are laid off; or

iv. Are terminated by the Employer.

B. The transfer of any unused vacation leave credits to the new employer when they resign to accept employment with another state agency or institution, without a break in services.

C. Payment for vacation leave credit to the estate of a deceased employee.

Agreed this _15th_____ day of __September______________, 2026

| The Evergreen State College | Washington Federation of State Employees |
|---|---|
| ______________________________ | ____ Ron Heley ________________ |
| Laurel R. Uznanski, Lead Negotiator | Ron Heley, Lead Negotiator |

# ARTICLE 12
# SICK LEAVE

## 12.1 Sick Leave Accrual

The parties agree to match the agreement reached at the State of Washington/OFM LRO 2027-2029 WFSE GG negotiations table for any increases in the monthly accrual rate for sick leave in a calendar month in this Section of the Article. For example, if the parties at the 2027-2029 WFSE GG table settle on an 8 (eight) hour monthly increase then those covered by this agreement would see an additional 8 (eight) hours of sick leave each month or the appropriate proportion.

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

A. Employees hired the 1st through the 15th of the month will receive the sick leave accrual credit for that month. Employees hired on the 16th through the end of the month will not receive a sick leave accrual credit for that month.

B. Employees who separate from employment with the Employer between the 1st through the 15th of the month will not receive a sick leave accrual for that month. Employees who separate from employment with the Employer between the 16th through the end of the month will receive the sick leave accrual credit for that month.

C. Sick leave credit will not accrue for full-time employees during leave without pay which exceeds eighty (80) hours in any calendar month. Employees working less than a full-time schedule will not accrue sick leave during leave without pay that exceeds the amount that is the same proportional basis that their appointment bears to a full-time appointment.

D. Full-time and part-time employees in overtime-eligible positions who are not eligible to receive a sick leave accrual under the provisions of Sections 12.1 A, B and/or 12.1 C above, will accrue sick leave at a ratio of one (1) hour of sick leave for every forty (40) hours worked.

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

**12.2 Sick Leave Use**

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

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

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

C. A death of any relative that requires the employee's absence from work. Relatives are defined for this purpose as spouse, significant other, registered domestic partner, child, grandchild, foster child, child's spouse, grandparent, parent, brother, sister, sibling, aunt, uncle, pibling, niece, nephew, nibling, first cousin, sibling-in-law, and corresponding relatives of employee's spouse, significant other or registered domestic partner.

D. In accordance with RCW 49.46.210, when an employee's place of business has been closed by order of a public health official for any health-related reason, or when an employee's child's school or place of care has been closed for such a health-related reason or after the declaration of an emergency by a local or state government or agency, or by the federal government. Health-related reason, as defined in WAC 296-128-600(8), means a serious health concern that could result in bodily injury or exposure to an infectious agent, biological toxin, or hazardous material. Health-related reason does not include closure for inclement weather.

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

F. To make arrangements for extended care for a family member under the age of eighteen (18) who has a health condition that requires treatment or supervision.

G. Preventative health care appointments of family members, as defined in Article 12.2 B, when the presence of the employee is required.

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

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

~~I.~~J. To allow the employee to prepare for, or participate in, any judicial or administrative immigration proceeding involving the employee or employee's family member.

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

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

**12.4 Restoration of Vacation Leave**

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

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

An employee must promptly notify their supervisor on the employee's first day of sick leave and each day after, unless there is mutual agreement to do otherwise. If an employee is in a position where a relief replacement is necessary if the employee is absent, the employee will notify their supervisor at least two (2) hours prior to their scheduled time to report to work (excluding leave taken in accordance with the Domestic Violence Act). If the Employer has reason to suspect abuse, the Employer may require a written medical certificate for any sick leave absence, and will provide a written explanation to the employee of why the medical verification is required. An employee returning to work after any sick leave absence may be required to provide written certification from their health care provider that the employee is able to return to work and perform the essential functions of the job with or without reasonable accommodation.

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

**12.6 Sick Leave Annual Cash Out**

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

A. The employee's sick leave balance at the end of the previous calendar year exceeds four hundred eighty (480) hours;

B. The converted sick leave hours do not reduce the employee's previous calendar year sick leave balance below four hundred eighty (480) hours; and

C. The employee notifies Human Resource Services by January 31st that they would like to convert sick leave hours earned during the previous calendar year, minus any sick leave hours used during the previous year, to cash.

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

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

At the time of retirement from state service or at death, an eligible employee or the employee's estate will receive cash for the employee's compensable sick leave balance on a one (1) hour for four (4) hours basis. For the purposes of this Section, retirement will not include "vested out of service" employees who leave funds on deposit with the retirement system. At the time of retirement, the provisions of this section are subject to Article 45, Voluntary Employees' Beneficiary Associations (VEBAs).

**12.8 Reemployment**

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

**12.9 Carry Forward and Transfer**

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

Agreed this __15th_____ day of ___September______________, 2026

| The Evergreen State College | Washington Federation of State Employees |
| --- | --- |
| Laurel R. Uznanski (signature) ____________ | ____ Ron Heley ____________ |
| Laurel R. Uznanski, Lead Negotiator | Ron Heley, Lead Negotiator |

# ARTICLE 13
# SHARED LEAVE

## 13.1 Shared Leave

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

1. Has been called to service in the uniformed services;

2. Is responding to a state of emergency anywhere within the United States declared by the federal or state government;

3. Is taking parental leave to bond with their newborn, adoptive or foster child;

4. Is sick or temporarily disabled because of pregnancy;

5. ~~Has~~ Is ~~been~~ a victim of domestic violence, sexual assault, ~~or~~ stalking, or a hate crime;

6. Is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition;

7. Is a current member of the uniformed services or is a veteran as defined under RCW 41.04.005, and is attending medical appointments or

treatments for a service connected injury or disability; ~~or~~

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

~~8.~~ 9. Is legally authorized to work in the United States and is absent from work due to the involvement of the employee or employee's relative or household member in an immigration enforcement action.

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

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

1. "Domestic violence" means physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury, or assault, between family or household members or intimate partner as defined in RCW 10.99.020; sexual assault of one family or household member by another family or household member; or stalking as defined in RCW 9A.46.110 of one family or household member by another family or household member.

2. "Employee" means any employee who is entitled to accrue sick leave or vacation leave and for whom accurate leave records are maintained.

3. ~~"Employee's relative" normally will be limited to the employee's spouse, state registered domestic partner as defined by RCW 26.60.020 and 26.60.030, child, stepchild, grandchild, grandparent, or parent.~~

"Hate crime" has the same meaning as in RCW 49.76.020.

4. ~~"Household members" is defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term will include, but is not limited to, foster children and legal wards. The term does not include persons sharing the same general house when the living style is primarily that of a dormitory or commune~~. "Immigration enforcement action" has the same meaning as RCW 41.04.665 includes, but is not limited to, detainment, the preparation for or participation in any judicial or administrative immigration proceeding, deportation, or any other hardship due to family separation caused by these actions.

5. "Parental leave" means leave to bond and to care for a newborn child after birth or to bond and care for a child after placement for adoption or foster care, for a period of up to sixteen (16) weeks within one (1) year after the birth or placement.

6. "Pregnancy disability leave" means leave for pregnancy-related medical condition or miscarriage.

7. "Relative or household member" means a child, grandchild, grandparent, parent, sibling, or spouse of an employee, and also includes any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care. "Relative or household member" includes any individual who regularly resides in the employee's home, and also includes foster children and legal wards even if they do not live in the household, except that it does not include an individual who simply resides in the same home with no

expectation that the employee care for the individual.

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

~~8.~~9. "Severe" or "extraordinary" condition is defined as serious or extreme and/or life threatening.

~~9.~~10. “Sexual assault” has the same meaning as in RCW 70.125.030.

~~10.~~11. “Shortly deplete” is when an employee has forty (40) hours or less of vacation leave and forty (40) hours or less of sick leave.

~~11.~~12. “Stalking” has the same meaning as in RCW 9A.46.110.

~~12.~~13. "Uniformed services" means the armed forces, the army national guard, and the air national guard of any state, territory, commonwealth, possession, or district when engaged in active duty for training, inactive duty training, full-time national guard duty, or state active duty, the commissioned corps of the public health service, the coast guard, and any other category of persons designated by the President of the United States in time of war or national emergency.

~~13.~~14. “Victim” means a person against whom domestic violence, sexual assault, ~~or~~ stalking, or hate crimes has been committed as defined in this Article.

**13.2 Shared Leave Receipt**

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

A. The employee -

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

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

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

4. is a victim of domestic violence, sexual assault, ~~or~~ stalking or hate crimes; or

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

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

7. is a spouse of a current member of the uniformed services or a veteran as defined under RCW 41.04.005, who is attending medical appointments or treatments for a service connected injury or disability and requires assistance while attending appointments or treatment~~.~~; or

~~7.~~8. Is legally authorized to work in the United States and is absent from work due to their involvement or the employee's relative or household member's involvement in an immigration enforcement action.

B. The illness, injury, impairment, condition, call to service, emergency volunteer service, consequence of domestic violence, sexual assault, ~~or~~ stalking, or hate crimes, parental and/or pregnancy disability leave, or involvement in an immigration enforcement action has caused, or is likely to cause, the employee to:

1. Go on leave without pay status; or

2. Terminate state employment.

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

D. The employee has depleted or will shortly deplete:

1. Vacation leave, sick leave, compensatory time, and personal holiday if the employee qualifies under Subsection 13.2 A.1, 13.2 A.5, and 13.2 A.8;

2. Vacation leave and paid military leave allowed under RCW 38.40.060 if the employee qualifies under Subsection 13.2 A.2; or

3. Vacation leave or personal holiday if the employee qualifies under Subsections 13.2 A.3 or 13.2 A.4.~~; or~~

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

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

1. Sick leave use if the employee qualifies under Subsections 13.2 A.1, 13.2 A.4, ~~and~~ 13.2 A.5, and 13.2 A.8; or

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

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

### 13.3 Shared Leave Use

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

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

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

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

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

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

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

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

C. The Employer may require the employee to submit, prior to approval or disapproval, verification of the employee's status as a victim of domestic violence, sexual assault, ~~or~~ stalking, or hate crimes for shared leave under 13.2 A.4. Such verification will be in accordance with the Domestic Violence Leave

Act, RCW 49.76 and may be one or more of the following:

1. An employee's own written statement;

2. A statement from an attorney, ~~or~~ advocate for victims of domestic violence, sexual assault, stalking, or hate crimes, member of the clergy, or medical or other professional; and/or

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

D. The Employer may require the employee to submit verification of leave taken due to the involvement of the employee or the employee's relative or household member in an immigration enforcement action under Subsection 15.2 A.8. Such verification may be one or more of the following:

1. An employee's own written statement; and/or

2. A statement from an attorney, advocate for immigrants or refugees, member of the clergy, or other professional.

~~D.~~E. Parental leave –

Parental leave received under this policy must be used within sixteen (16) weeks immediately after birth or placement. However, if an employee receiving parental leave also receives leave due to pregnancy disability, the parental leave may be taken in the sixteen (16) weeks immediately after the pregnancy disability leave has ended provided the parental leave ~~is to~~may not be used ~~within the first~~more than one (1) year ~~of the child's life~~of birth.

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

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

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

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

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

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

**13.4 Leave Donation**

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

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

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

2. Employees may donate excess vacation leave that they would not be able to take due to an approaching anniversary date.

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

C. An employee may donate all or part of their personal holiday to an employee authorized to receive shared leave.

1. Any portion of a personal holiday that is not used will be returned during the same calendar year to the donating employee.

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

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

**13.5 Shared Leave Administration**

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

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

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

D. Where Employers have approved the transfer of leave by an employee of another state agency, higher education institution, or school district/educational service district to an employee of another state agency, higher education institution, or school district/educational service district, the parties involved will arrange for the transfer of funds and credit for the appropriate value of leave in accordance with Office of Financial Management (OFM) policies, regulations, and procedures.

E. Leave transferred under this Section will not be used in any calculation to determine the Employer's allocation of full-time equivalent staff positions.

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

1. The Employer will obtain a statement from the receiving employee's doctor verifying whether the employee's injury or illness is resolved; or

2. The employee must be released to regular employment; has not received additional medical treatment for their current condition or any other qualifying condition for at least six (6) months; and their doctor has declined, in writing, the employee's request for a statement indicating the employee's condition has been resolved.

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

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

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

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

Agreed this ___27th__ day of ____July______, 2026

| | |
|---|---|
| The Evergreen State College | Washington Federation of State Employees |
| ________________________ | ___*Ron Heley*____________ |
| Laurel R. Uznanski, Lead Negotiator | Ron Heley, Lead Negotiator |

# ARTICLE 17
## SUSPENDED OPERATIONS

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

**17.2 Essential Personnel**

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

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

**17.3 Required Personnel**

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

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

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

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

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

**17.4 Non-Required Personnel**

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

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

1. Vacation leave;

2. Personal holiday;

3. Personal Leave;

4. Accrued compensatory time (where applicable);

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

6. Leave without pay; or

7. Employee-requested schedule changes in accordance with Article 7.3 B.4 and 7.9 F and 7.9 G as an opportunity to make up work time lost (as a result of suspended operations) within the work week.

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

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

**17.6** Any overtime worked during suspended operations will be compensated according to Article 8, Overtime.

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

**17.8** If the work location remains fully operational, the options listed in Subsection 17.4 B, above, will be made available to employees who are unable to report to work, must report to work late, or are unable to remain at work due to severe inclement weather, conditions caused by severe inclement weather, or a natural disaster. In addition, employees may use sick leave for childcare or eldercare emergencies, if applicable, per Article 12.2 E.

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

Agreed this __15th_____ day of ____September______________, 2026

| The Evergreen State College | Washington Federation of State Employees |
| --- | --- |
| ______________________________ | ____Ron Heley________________ |
| Laurel R. Uznanski, Lead Negotiator | Ron Heley, Lead Negotiator |

# ARTICLE 18

## MISCELLANEOUS PAID LEAVES

### 18.1 Bereavement Leave

A. An employee is entitled to up to five (5) days of paid bereavement leave for the death of their family member as defined in Article 12.2 B.

B. The Employer may require verification of the family member's death.

C. In addition to paid bereavement leave, the Employer may approve the employee's request to use compensatory time, sick leave, vacation leave, personal holiday, personal leave day or leave without pay for the purposes of bereavement and in accordance with this Agreement.

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

### 18.2 Employee Assistance Program

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

### 18.3 Jury Duty Leave

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

**18.4 Interviews**

A. Positions with the Employer

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

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

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

**18.5 Witness/Subpoena**

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

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

B. The subpoena is for a legal proceeding which is unrelated to the personal or financial matters of the employee.

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

A. Lifegiving Procedures

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

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

3. The employer may take program implementation and staffing requirements into account when scheduling leave. Employees will

provide reasonable advance notice before taking such leave and will provide written proof from an accredited medical institution, physician or other medical professional that the employee participated in a life-giving procedure.

B. Blood, Platelets and/or Plasma Donation

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

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

**18.7 Personal Leave**

A. An employee may choose ~~two~~ three (~~2~~3) workdays as a personal leave day each fiscal year.

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

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

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

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

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

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

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

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

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

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

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

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

**18.8 Voting**

As per RCW 29A.40.180, The Evergreen State College is a voting hub for general elections. With supervisor approval, employees may be granted a reasonable amount of time during the workday to register to vote and/or vote at the College's voting hub.

## ~~18.8~~ 18.9 Pandemic Vaccination Leave

An employee will be allowed to take a reasonable amount of leave with pay for the employee to travel and receive the Centers for Disease Control (CDC) and /or the West Coast Health Alliance (WCHA) recommended vaccine(s) during a declared state of emergency due to a pandemic, if the vaccine is not offered at the workplace. The College may authorize leave in excess of one (1) day in extraordinary circumstances, such as accommodating travel where the CDC and /or the West Coast Health Alliance (WCHA) recommended vaccines are not available locally. The College may require that the request for leave with pay be supported by documentation, which may include proof of the vaccination.

## ~~18.9~~ 18.10 Wildfire Disaster Leave

The parties agree to match the agreement reached at the State of Washington/OFM LRO and 2027-2029 WFSE GG negotiations table for this section of the article.

In the event the Governor declares that a state of emergency exists in the area of the state of Washington where the employee resides, the College may grant up to twenty-four (24) hours of leave with pay per occurrence to employees who are experiencing extraordinary or severe impacts, such as displacement from their homes temporarily or permanently through evacuation or significant damage or loss.

The College may require verification of the extraordinary or severe impacts related to the use of leave with pay and may take into account emergency operations requirements and/or program and staffing replacement requirements in the approval and scheduling of leave under this subsection in order to allow for the provision of continued essential services to the public. Leave under this subsection must be used within three (3) months from the date the state of emergency was declared. If hours of leave with pay are approved, an employee is not required to use them consecutively, and the leave does not need to be taken in full-day increments.

**18.**~~10~~11 The Employer will not be responsible for per diem, travel expenses or overtime under this Article.

Agreed this __15th_____ day of ____September______________, 2026

| The Evergreen State College | Washington Federation of State Employees |
|---|---|
| Laurel R. Uznanski | ____ Ron Heley ____________________ |
| Laurel R. Uznanski, Lead Negotiator | Ron Heley, Lead Negotiator |

# ARTICLE 19

## LEAVE WITHOUT PAY

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

A. Family and Medical Leave (Article 15);

B. Compensable work-related injury or illness leave (Article 16);

C. Military leave;

D. Cyclic employment;

E. Volunteer firefighting leave;

F. Military family leave;

G. Domestic violence leave;

H. Legislative service leave;

I. Health Emergency Labor Standards Act leave; or

J. Leave for holidays for a reason of faith or conscience in accordance with Article 10.5.

**19.2** Leave without pay may be granted for the following reasons. If the leave is denied, a reason will be provided in writing. ~~:~~

A. Educational leave;

B. Child or elder care emergencies;

C. Governmental service leave;

D. Citizen volunteer or community service leave;

E. Conditions applicable for leave with pay;

F. Union Activities (Article 40);

G. Formal collective bargaining leave;

H. To accept a temporary exempt position appointment with the Employer; or

I. As otherwise provided for in this Agreement.

**19.3 Limitations**

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

A. Compensable work-related injury or illness leave;

B. Educational leave;

C. Governmental service leave;

D. Military leave;

E. Cyclic employment leave;

F. Leave for serious health condition taken under the provisions of Article 15, Family and Medical Leave;

G. Leave taken voluntarily to reduce the effect of a layoff;

H. Leave authorized in advance by an appointing authority as part of a plan to reasonably accommodate a person of disability;

I. Leave to participate in union activities;

J. Volunteer firefighting leave;

K. Domestic violence leave;

L. Legislative service leave; or

M. Health Emergency Labor Standards Act leave.

**19.4 Returning Employee Rights**

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

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

**19.5 Military Leave**

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

**19.6 Educational Leave**

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

**19.7 Child or Elder Care Emergencies**

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

**19.8 Cyclic Employment Leave**

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

**19.9 Governmental Service Leave**

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

**19.10 Citizen Volunteer or Community Service Leave**

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

**19.11 Formal Collective Bargaining Leave**

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

**19.12 Volunteer Firefighting Leave**

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

**19.13 Military Family Leave**

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

**19.14 Domestic Violence Leave**

In accordance with the Domestic Violence Leave Act, RCW 49.76, leave without pay, including intermittent leave or leave on a reduced schedule, will be granted to an employee who is a victim of domestic violence, sexual assault, ~~or~~ stalking, or hate crime. Family members of a victim of domestic violence, sexual assault, ~~or~~ stalking, or hate crimes will be granted leave without pay to help the victim obtain treatment or seek help. Family member for the purpose of domestic violence leave includes child, spouse or state registered domestic partner as defined by RCW 26.60.020 and RCW 26.60.030, parent, parent-in-law, grandparent or a person the employee is dating. The Employer may require verification from the employee requesting leave.

**19.15 Legislative Service Leave**

In accordance with RCW 49.100, a temporary leave of absence, without loss of job status or seniority, must be granted to an employee who is a member of the Washington state legislature in order for the employee to perform any official duty as a member of the legislature during regular and special sessions. The leave of absence may be unpaid leave. However, an employee may request to use accrued paid leave for all or part of the legislative service leave.

**19.16 Health Emergency Labor Standards Act**

Unpaid leave may be used when a high-risk employee, as defined in RCW 49.17.062, seeks reasonable accommodation and the Employer determines that leave is the only available reasonable accommodation, until completion of the public health emergency or another accommodation is made available.

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

Agreed this _31st__ day of _____July_________, 2026

| The Evergreen State College | Washington Federation of State Employees |
|---|---|
| Laurel R. Uznanski ______________________ | ______Ron Heley________________ |
| Laurel R. Uznanski, Lead Negotiator | Ron Heley, Lead Negotiator |

# ARTICLE 20

## SAFETY AND HEALTH

**20.1** The Employer, employee and Union have a significant responsibility for workplace safety and health.

A. The Employer will provide a work environment in accordance with safety and health standards established by the Washington Industrial Safety and Health Act (WISHA).

B. Employees will comply with all safety and health practices and standards established by the Employer and contribute to a healthy workplace, including not knowingly exposing other employees and the public to conditions that would jeopardize their health and the health of others.

C. The Employer may direct an employee to use leave in accordance with Article 12, Sick Leave, when an employee self-reports a significant contagious health condition. The employee may discuss telework options with the supervisor.

D. The Union will work cooperatively with the Employer on safety and health related matters and encourage employees to work in a safe manner.

**20.2** Employees will take an active role in creating a safe and healthy workplace by reporting immediate safety issues to their supervisor(s), following the chain of command, and other safety issues to their safety committee and/or safety officer for review and action, as necessary. Employees may additionally contact a Union steward. The Employer will address reported unsafe working conditions and take appropriate action. All parties will comply with WAC 296-360-150 regarding unsafe work assignments and/or conditions that a reasonable person would conclude could create a real danger of death or serious injury.

**20.3** The Employer will determine and provide the required safety devices, personal protective equipment and apparel, which employees will wear and/or use. The Employer will repair or replace employer provided safety items if out-of-date, or damaged/worn beyond usefulness in the normal course of business. The Employer will provide employees with orientation and/or training to perform their jobs safely. In addition, if necessary, training will be provided to employees on the safe operation of equipment prior to use.

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

**20.5 Wellness**

The Employer encourages employee wellness. ~~T~~In addition to Article 44.3, the Employer will provide employees access to wellness facilities and resources consistent with other employee groups. ~~Human Resource Services, in consultation with the Wellness Committee, will develop three (3) group instruction wellness classes per fiscal year. The group instruction classes~~Wellness activities will be offered within available resources and will be made available to all employees. Employee-requested schedule changes may be granted in accordance with Article 7, Hours of Work, for participation in wellness activities. In addition, the Employer may offer employees wellness classes when it can do so at no cost or within available resources.

**20.6 Ergonomic Assessments**

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

**20.7 Safety Training**

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

**20.8 Vaccinations**

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

Agreed this __31st___ day of _____July_____________, 2026

| The Evergreen State College | Washington Federation of State Employees |
|---|---|
| Laurel R. Uznanski | Ron Heley |
| Laurel R. Uznanski, Lead Negotiator | Ron Heley, Lead Negotiator |

## ARTICLE 24

## COMMUTE TRIP REDUCTION AND PARKING

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

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

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

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

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

Agreed this __15th_____ day of ___September_______________, 2026

| | |
|---|---|
| The Evergreen State College | Washington Federation of State Employees |
| Laurel R. Uznanski | Ron Heley |
| Laurel R. Uznanski, Lead Negotiator | Ron Heley, Lead Negotiator |

# ARTICLE 29
## DISCIPLINE

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

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

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

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

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

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

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

**29.5 Investigatory Interviews**

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

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

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

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

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

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

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

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

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

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

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

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

Agreed this _15th______ day of ___September_______________, 2026

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|---|---|
| The Evergreen State College | Washington Federation of State Employees |
| Laurel R. Uznanski ____________________ | ____ Ron Heley _______________ |
| Laurel R. Uznanski, Lead Negotiator | Ron Heley, Lead Negotiator |

# ARTICLE 30
## GRIEVANCE PROCEDURE

**30.1** The Union and the Employer agree that it is in their best interest to resolve disputes at the earliest opportunity and at the lowest level. Whenever possible, disputes should be resolved informally prior to filing a formal written grievance. To that end, all supervisors and employees are encouraged to engage in free and open discussions about disputes. In addition, the Employer will make mediation available when requested by one or both parties and mutually agreed to, and inform employees about the availability of mediation services. Mediation and/or conflict resolution training may be made available to employees and supervisors.

**30.2 Terms and Requirements**

A. Grievance Definition

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

B. Filing a Grievance

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

C. Computation of Time

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

D. Failure to Meet Timelines

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

E. Contents

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

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

7. The name and signature of the Union representative.

F. Modifications

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

G. Resolution

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

H. Withdrawal

A grievance may be withdrawn at any time.

I. Resubmission

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

J. Pay

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

K. Group Grievances

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

L. Consolidation

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

M. Bypass

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

N. Discipline

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

O. Grievance Files

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

P. Steward Mentoring

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

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

**30.3 Filing and Processing**

A. Filing

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

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

B. Alternative Resolution Methods

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

C. Processing

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

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

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

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

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

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

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

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

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

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

2. Non-Disciplinary and Written Reprimand Grievances (excluding

disability separations)

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

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

OR

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

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

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

a. Later introduced as evidence;

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

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

**Step 5: Arbitration**

If the grievance is not resolved at mediation or a PARM, or the Employer notifies the Union in writing that no PARM will be scheduled, the Union may file a demand for arbitration. The demand to arbitrate the dispute must be filed with the American Arbitration Association (AAA) within thirty (30) days of the mediation session, PARM or receipt of the notice that no PARM will be scheduled. Simultaneous with filing, copies of the demand for arbitration will be provided to Human Resource Services.

D. Selecting an Arbitrator

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

E. Authority of the Arbitrator

1. The arbitrator will:

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

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

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

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

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

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

F. <u>Arbitration Costs</u>

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

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

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

4. Each party is responsible for the costs of its attorneys, representatives, witnesses, travel expenses, and any fees. Every effort will be made to avoid the presentation of repetitive witnesses. The Union is responsible

for paying any travel or per diem expenses for its witnesses, the grievant and the union steward.

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

**30.4 Successor Clause**

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

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

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

Agreed this _15th______ day of ___September_______________, 2026

| The Evergreen State College | Washington Federation of State Employees |
|---|---|
| Laurel R. Uznanski | ___ Ron Heley ________________ |
| Laurel R. Uznanski, Lead Negotiator | Ron Heley, Lead Negotiator |

## ARTICLE 35
## LAYOFF AND RECALL

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

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

A. As much advance notice as possible, but not less than thirty (30) calendar days' notice;

B. Opportunity to meet with affected employees prior to the implementation of the layoff; and

C. An invitation to meet under the provisions of Article 38, Union-Management Communication Committee.

The Employer will explore options including reduction of hourly employees.

**35.2 Basis for Layoff**

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

1. Lack of funds;

2. Lack of work; or

3. Organizational change.

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

1. Termination of a project or special employment;

2. Availability of fewer positions than there are employees entitled to such positions;

3. Employee's ineligibility to continue in a position following its reallocation to a class with a higher salary maximum; or

4. Employee's ineligibility to continue, or choice not to continue, in a position following its reallocation to a class with a lower salary range maximum.

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

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

**35.4 Involuntary Reduction or Increase in Hours**

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

**35.5 Probationary Employees**

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

**35.6 Temporary Layoff – Employer Option**

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

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

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

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

2. Bump to any other position; or

3. Be placed on a layoff ~~register~~list.

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

**35.7 Layoff Units**

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

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

1. Project employment

2. All other WFSE classified.

C. Positions with multiple funding sources will be placed in the appropriate "all other" layoff unit.

**35.8 Skills and Abilities**

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

**35.9 Options within the Layoff Unit**

A. Employees will be laid off in accordance with seniority, as defined in Article

39, Seniority. The Employer will determine if the employee possesses the required skills and abilities for the position and the comparability of the position. The Employer may require updated information from the employee regarding the employee's current skills and abilities. Employees being laid off will be provided one (1) option within the layoff unit in descending order of salary range and one (1) progressively lower level at a time:

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

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

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

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

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

2. The Employer will determine if the employee possesses the required

skills and abilities for the position and the comparability of the position based on the employee's work history and completed IT Assessment Form. The Employer may require updated information from the employee regarding their current skills and abilities.

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

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

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

    c. A funded filled position held by the least senior employee within their current permanent job family and level for which the employee has the skills and abilities.

    d. A funded filled position held by the least senior employee within another job family and level within the same salary range as their current permanent job family and level for which the employee has the skills and abilities.

    e. A funded vacant or filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job classification in which the employee has held permanent status or, at the employee's written request, to a lower classification within a job classification within a job classification series that the employee has held permanent status, even if the employee has not held permanent status in the lower job classification.

C. "Pool" options will be used when more than one employee in the same classification, with the same skills and abilities, within the same layoff unit are laid off at the same time, and there are at least the same number of options available as the number of employees comprising the "pool." All employees in the "pool" are offered the same options and asked to make their selections in order of preference. The option will be awarded based on seniority.

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

**35.10 Institution-wide Options**

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

**35.11 Notification to Permanent Employees**

A. Except for temporary reduction in work hours and temporary layoffs as provided in Section 35.6, permanent employees will receive written notice at least twenty-eight (~~20~~28) calendar days before the effective layoff date. The notice will include:

1. The basis for the layoff;

2. The employee's layoff option(s) including any requirement for the employee to serve a transition review period;

3. The specific layoff lists for which the employee is entitled to placement; and

4. The date by when an employee must select a layoff option and the employee's right to grieve the layoff.

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

B. Except for temporary reduction in work hours and temporary layoffs as provided in Section 35.6, if the Employer chooses to implement a layoff action without providing twenty-eight (~~20~~28) calendar days' notice, the employee will be paid their salary for the days that the employee would have worked had full notice been given.

C. Employees will be provided up to seven (7) calendar days to accept or decline, in writing, any option provided to them. This time period will run concurrent with the twenty-eight (~~20~~28) calendar days' notice provided by the Employer to the employee.

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

**35.12 Salary**

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

A. Current Salary Level

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

B. Lower Salary Level

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

C. Appointment from a Layoff List

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

occurred during the time they were laid off.

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

**35.13 Transition Review Period**

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

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

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

**35.14 Recall**

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

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

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

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

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

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

**35.15 Project Employment**

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

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

Agreed this __15th_____ day of ____September______________, 2026

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|---|---|
| The Evergreen State College | Washington Federation of State Employees |
| Laurel R. Uznanski | Ron Heley |
| Laurel R. Uznanski, Lead Negotiator | Ron Heley, Lead Negotiator |

## ARTICLE 36
## MANAGEMENT RIGHTS

**36.1** Except as modified by this Agreement, the Employer retains all rights of management, which, in addition to all powers, duties and rights established by constitutional provision or statute, will include but not be limited to, the right to:

A. Determine the Employer's functions, programs, organizational structure and use of technology;

B. Determine the Employer's budget and size of the institution of higher education's workforce and the financial basis for layoffs;

C. Direct and supervise employees;

D. Take all necessary actions to carry out the mission of the State and its institutions during emergencies;

E. Determine the Employer's mission and strategic plans;

F. Develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the Employer;

G. Determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or part to other locations;

H. Establish or modify the workweek, daily work shift, hours of work and days off;

I. Establish work performance standards, which include, but are not limited to the priority, quality and quantity of work;

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

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

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

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

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

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

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

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

Agreed this 22 day of July, 2026

| The Evergreen State College | Washington Federation of State Employees |
|---|---|
| Laurel R. Uznanski | Ron Heley |
| Laurel R. Uznanski, Lead Negotiator | Ron Heley, Lead Negotiator |

# ARTICLE 37

## MANDATORY SUBJECTS

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

**37.2** The parties will agree to the location and time for the discussions and/or negotiations. Each party is responsible for choosing its own representatives for these activities. The Union will provide the Employer with the names of its employee representatives at least ten (10) calendar days in advance of the meeting date unless the meeting is scheduled sooner, in which case the Union will notify the Employer as soon as possible. Employee representatives will submit a union paid release leave request to record the time and will have no loss in pay.

**37.3 Release Time**

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

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

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

Agreed this 6th day of May, 2026

| The Evergreen State College | Washington Federation of State Employees |
| --- | --- |
| Laurel R. Uznanski | Ron Heley |
| Laurel R. Uznanski, Lead Negotiator | Ron Heley, Lead Negotiator |

# ARTICLE 38

## UNION-MANAGEMENT COMMUNICATION COMMITTEE

### 38.1 Purpose

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

### 38.2 Committees

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

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

A. Composition

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

B. Participation

1. The Union will provide the Employer with the names of their committee members at least ten (10) calendar days in advance of the date of the meeting in order to facilitate the release of employees. The Employer will release employee representatives to attend committee meetings if their absences do not cause a disruption of work.

2. Pre-meetings will typically be for thirty (30) minutes; however, the parties may agree to longer pre-meeting times, not to exceed sixty (60) minutes. Employees attending pre-meetings during their work time will have no loss in pay. Attendance at pre-meetings during the employee's non-work time will not be compensated for nor be considered as time worked.

3. Employees attending pre-meetings and/or committee meetings during their work time and the employee has submitted a union paid release leave request to record the time will have no loss in pay. The Union is expected to notify committee members of this obligation. Attendance at meetings during employees' non-work time will not be compensated for nor be considered as time worked.

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

C. Meetings

Committee meetings will occur quarterly, unless mutually agreed otherwise. All committee meetings will be regularly scheduled on mutually acceptable dates and times. A written list and description of agenda items will be exchanged by the parties ten (10) calendar days prior to the meeting date unless mutually agreed to otherwise. In the absence of any agenda items, the parties will forgo a scheduled meeting.

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

D. Scope of Authority

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

Agreed this 13th day of May, 2026

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|---|---|
| The Evergreen State College | Washington Federation of State Employees |
| Laurel R. Uznanski, Lead Negotiator | Ron Heley, Lead Negotiator |

# ARTICLE 39

## SENIORITY

### 39.1 Definition

A. Seniority for classified employees will be defined as the employee's length of unbroken classified service. Probationary review period employees are not vested with seniority credits until successfully completing the probationary review period.

B. Adjustments

Leave without pay of eighty (80) hours or less in the calendar month (or the proportional amount for employees working less than full-time schedules) will not affect an employee's seniority. When an employee is on leave without pay for more than eighty (80) hours in a calendar month (or the proportional amount for employees working less than full-time schedules) the employee's seniority date will be moved forward in an amount equal to the duration of leave without pay ~~All time spent in leave without pay status will be deducted from the calculation of seniority based on the same proportional basis that their appointment bears to full- time appointment,~~ except when the leave without pay is taken for:

1. Military leave;

2. Compensable work-related injury or illness leave;

3. Governmental service leave;

4. Legislative service leave;

5. Reducing the effects of layoff;

6. Cyclic employment leave;

7. Union activities in accordance with Article 40.8;

8. A temporary exempt appointment with the Employer in accordance with Article 19.2. H;

9. Temporary employment with the Union in accordance with Article 40.9 and 40.11;

10. Formal contract negotiations in accordance with RCW 41.80; and/or

11. Unpaid holidays for a reason of faith or conscience in accordance with Article 10.5.

C. Regardless of sub-section 39.1 B above, when an employee is on unauthorized leave or suspended, the employee's seniority date will be moved forward in an amount equal to the duration of the unauthorized leave or suspension.

~~C.~~D. Time spent on a temporary layoff or when an employee's work hours are reduced in accordance with Section 35.6 of Article 35, Layoff and Recall, will not be deducted from the calculation of seniority.

~~D.~~E. Employees who are separated from state service due to layoff and are reemployed from a layoff list will not be considered to have a break in service and the time the employee is on the layoff list will be treated as leave without pay.

~~E.~~F. For the purposes of layoffs, a maximum of five (5) years' credit will be added to the seniority of permanent employees who are veterans or to their unmarried widows or widowers, as provided for in RCW 41.06.133.

~~F.~~G. For employees who are separated due to disability and are reemployed within two (2) years, in accordance with Article 34, Reasonable Accommodation and Disability Separation, the time between separation and reemployment will be treated as leave without pay and will not be considered a break in service.

**39.2 Ties**

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

A. Longest continuous time within their current job classification;

B. Longest continuous time with the Employer; and

C. By lot.

**39.3 Seniority List**

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

**39.4 Application**

This Article will apply prospectively.

Agreed this _13th______ day of ___August_______________, 2026

| The Evergreen State College | Washington Federation of State Employees |
|---|---|
| | Ron Heley 08/13/26 |
| Laurel R. Uznanski, Lead Negotiator | Ron Heley, Lead Negotiator |

# ARTICLE 40
# UNION
# ACTIVITIES

## 40.1 Representation

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

## 40.2 Staff Representatives

A. The Union will provide the Employer with a written list of staff representatives and the bargaining unit for which they are responsible. The Union will provide written notice to the Employer of any changes within thirty (30) calendar days of the changes.

B. Staff representatives may have access to the Employer's offices or facilities to carry out representational activities. The representatives will notify the Employer prior to their arrival and will not interrupt the normal operations of the Employer. The staff representative may meet with bargaining unit employees in non-work areas during the employee's meal periods, rest periods, and before and after the employee's shift.

C. The Employer's written Board of Trustee or administrative policies pertaining to employees represented by the Union will be made available to staff representatives.

**40.3 Union Stewards**

A. Steward List

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

B. Paid Release Time

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

1. Management scheduled investigatory interviews and pre-disciplinary meetings, in accordance with Article 29, Discipline;

2. Management scheduled new employee orientation, in accordance with Article 9, Training and Employee Development;

3. Pre-meetings and Union-Management Communication Committees in accordance with Article 38, Union-Management Communication Committee; and

4. Informal grievance resolution meetings, grievance meetings, mediation sessions, alternative dispute resolution meetings and arbitration hearings in accordance with Article 30, Grievance Procedure, and held during their work time.

C. Notification and Reporting of Release Time

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

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

**40.4 Employees**

A. Paid Release Time

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

1. Informal grievance resolution meetings, grievance meetings, alternative

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

a. Subpoenaed Witnesses in an Arbitration

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

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

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

B. Notification and Report of Release Time

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

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

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

A. Meeting Space and Facilities

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

B. Supplies and Equipment

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

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

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

~~responsibility of the sending party to ensure the material is received. Such use will be in accordance with Washington state law and:~~

1. Result in little or no cost to the Employer;

2. Be brief in duration and frequency;

3. Not interfere with the performance of ~~their~~ any state officer's or employee's official duties;

4. Not distract from the conduct of state business;

5. Not disrupt other state employees and not obligate other employees to make a personal use of state resources;

6. Not compromise the security or integrity of state property, information systems, or software; ~~and~~

7. Is not for the purpose of conducting an outside business or Union, in furtherance of private employment, or to realize a financial gain;

8. Is not for supporting, promoting the interest of, or soliciting for outside organization or group, and

~~7.~~9. Not include ~~general~~ communications ~~and/or solicitation with employees~~that are in support or opposition of a ballot proposition or candidate for federal, state, or local public office.

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

**40.6 Physical Bulletin Boards and Newsstands**

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

**40.7 Distribution of Material**

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

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

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

C. The distribution will normally occur via desk drops or mailboxes as determined by the Associate Vice President for Human Resource Services or designee. In those cases where circumstances do not permit distribution by those methods, an alternative method will be mutually agreed upon; and

D. The employee notifies Human Resource Services in advance of their intent to distribute information.

**40.8 Time Off for Union Activities**

A. Union-designated employees may be allowed time off without pay to attend union- sponsored meetings, training sessions, conferences, and conventions. The employees' time off will not interfere with the operating needs of the Employer as determined by management. If the absence is approved, the employees may use accumulated compensatory time, personal holiday, personal leave, or vacation leave instead of leave without pay. However, employees must use compensatory time prior to their use of vacation leave, unless the use would result in the loss of their vacation leave.

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

C. Union-designated employees will be allowed time off for Collective Bargaining Agreement Negotiations team preparatory meetings in accordance with Article 40.12.

**40.9 Temporary Employment With the Union**

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

**40.10 Employer Committee Meetings**

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

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

The parties agree to match the agreement reached at the State of Washington/OFM LRO and WFSE GG negotiations table regarding this section of the article.

A. Leave of Absence

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

B. Leave Balances

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

C. Indemnification

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

D. Return Rights

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

**40.12 Collective Bargaining Agreement Negotiations**

A. Release Time

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

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

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

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

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

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

B. Subject Matter Experts

Either party may invite subject matter experts to present information during formal negotiations sessions when pertinent topics are under negotiations for a time period agreed to by the parties. The Union will provide the Employer with the names of the employee subject matter experts seven (7) calendar days prior to the identified negotiation session(s), unless mutually agreed otherwise. The Employer will release the Union-selected employee subject matter experts to attend formal negotiations if their absence(s) does not cause a disruption of work or impact operations. The Employer may approve compensatory time, vacation leave, personal holiday, personal leave, or leave without pay for the subject matter expert to attend negotiations sessions, or at the discretion of the supervisor an employee may adjust their work hours to present as a subject matter expert in negotiations. Attendance at the formal negotiation session(s) during the employee subject matter expert's non-work time will not be compensated for nor considered as time worked.

C. Confidentiality/Media Communication

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

Agreed this _15th_____ day of ___September____________, 2026

| The Evergreen State College | Washington Federation of State Employees |
|---|---|
| Laurel R. Uznanski | ___Ron Heley________________ |
| Laurel R. Uznanski, Lead Negotiator | Ron Heley, Lead Negotiator |

# ARTICLE 41

## UNION DUES DEDUCTION AND STATUS REPORTS

### 41.1 Union Dues/Fees

A. Upon receipt of the employee's written authorization, the Employer will deduct from the employee's salary, an amount equal to the dues required to be a member of the Union. The Employer will provide payments for the deductions to the Union at the Union's official headquarters each pay period.

B. Forty-five (45) calendar days prior to any change in dues, the Union will provide notice to the Employer of the percentage and maximum dues to be deducted from the employee's salary.

### 41.2 Notification to Employees

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

### 41.3 Deduction Authorization

The Employer agrees to deduct an amount equal to the membership dues from the

2. Permanent or personal mailing address;

3. Personal cellular telephone number, if available;

4. Personal home telephone number, if available;

5. Work telephone number, if available;

6. Work email address, when available;

7. Most up-to-date personal email address, if available;

8. Job classification code and job title;

9. Unique employee system identification number;

10. Position number, if available;

11. Employer code;

12. Home department name, if available;

13. Employee type;

14. Seniority date;

15. Employment date;

16. Job percent of full;

17. Total salary from which union dues/fees are calculated;

18. Salary range and step;

19. Union deduction code(s), if available, and amount(s);

20. Work county code and name, if available;

21. Bargaining unit code;

22. Whether an employee has been appointed to, separated from, or moved out of the bargaining units, and the effective date of such action; and

23. Overtime-exempt or overtime-eligible status.

B. Information provided pursuant to this Section will be maintained by the Union in confidence according to the law.

**41.7 Indemnification**

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

Agreed this 13th day of May, 2026

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|---|---|
| The Evergreen State College | Washington Federation of State Employees |
| Laurel R. Uznanski, Lead Negotiator | Ron Heley, Lead Negotiator |

# ARTICLE 42
# CLASSIFICATION

## 42.1 Classification Plan Revisions

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

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

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

## 42.2 Position Review

A. <u>Employee-Initiated Review</u>

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

1. The employee and/or the employee's immediate supervisor will complete and sign the appropriate form.

2. The employee or the supervisor will then send the completed form to Human Resource Services. Within five (5) days of receipt, Human Resource Services will notify the employee of the date the completed position review request form was received in their office. Human Resource Services will review the completed form and notify the employee of the decision regarding the appropriate classification within sixty (60) calendar days of the date the position review request was received in Human Resource Services. This determination will be emailed to the Union at drd@wfse.org.

3. In the event the employee disagrees with the reallocation decision of the Employer, the employee may appeal the Employer's decision to the OFM/State Human Resources, in writing and with a copy to Human Resource Services, within thirty (30) calendar days of being provided the results of a position review or the notice of reallocation. OFM/State Human Resources will then make a written determination, which will be provided to the employee.

4. In accordance with the provisions of WAC 357-52, the employee or the Employer may appeal the determination of the OFM/State Human Resources to the Washington Personnel Resources Board, within thirty (30) calendar days of being provided the written decision of the OFM/State Human Resources. The board will render a decision which will be final and binding.

5. The effective date of a reallocation resulting from an employee request for a position review is the date the request was filed with Human

Resource Services.

6. Decisions regarding appropriate classification will be reviewed in accordance with this Section and will not be subject to the grievance procedure specified in Article 30, Grievance Procedure.

7. Positions will not be reallocated during the incumbent's probationary period.

8. Temporary duty assignments in accordance with Article 43.7, Compensation, are excluded from this process.

**42.3 Effect of Reallocation**

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

1. If the employee has performed the higher-level duties for at least six (6) months and meets the skills and abilities required of the position, the employee will remain in the position and retain existing appointment status.

2. If the reallocation is the result of a change in the duties of the position and the employee has not performed the higher-level duties for at least six (6) months, the Employer must give the employee the opportunity to compete for the position if the employee possesses the required skills and abilities. If the employee is not selected for the position, or does not have the required skills and abilities, the layoff procedure specified in Article 35, Layoff and Recall, applies. If the employee is appointed, they must serve a trial service period.

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

1. If the employee meets the skills and abilities requirements of the

position, the employee remains in the position and retains existing appointment status.

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

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

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

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

**42.4 Salary Impact of Reallocation**

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

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

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

2. If the salary range for the higher class is six (6) or more ranges higher

than the former class, the employee's base salary will be increased to a step of the range for the new class nearest to ten percent (10.0%) higher than the amount of the pre-promotional step, or the entry step of the new range, whichever is higher.

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

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

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

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

Agreed this 5th day of May, 2026

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|---|---|
| The Evergreen State College | Washington Federation of State Employees |
| Laurel R. Uznanski, Lead Negotiator | Ron Heley, Lead Negotiator |

## ARTICLE 43
## COMPENSATION

### 43.1 General Service Pay Range Assignments

The parties agree to match the across-the-board compensation agreement reached at the State of Washington/OFM LRO 2027-2029 WFSE GG negotiations for this Section of the Agreement.

A. Effective July 1, ~~2025~~2027, each classification represented by the Union will continue to be assigned to the same salary range of the General Service Salary Schedule as was assigned on June 30, 2025.

B. Effective July 1, ~~2025~~2027, each employee will continue to be assigned to the same range and step of the General Service Salary Schedule that they were assigned on June 30, ~~2025~~2027.

C. Effective July 1, ~~2025~~2027, Appendix S identifies classification specific salary adjustments and the salary range the classification is assigned.

D. Effective July 1, ~~2025~~2027, all salary ranges and steps of the General Service Salary Schedule will be increased by ~~three~~ XX percent (~~3~~XX.Xs~~.0~~%), as shown in Appendix A. This salary increase is based on the General Service Salary Schedule in effect on June 30, ~~2025~~2027.

E. Effective July 1, ~~2026~~2028, all ranges and steps of the General Service Salary Schedule will increase by ~~two~~ XX percent (~~2~~XX.~~0~~XX%), as shown in Appendix B. This salary increase is based on the General Service Salary Schedule in effect on June 30, ~~2026~~2028.

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

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

**43.2 SP Pay Range Assignments**

The parties agree to match the across-the-board compensation agreement reached at the State of Washington/OFM LRO 2027-2029 WFSE GG negotiations for this Section of the Agreement.

A. Effective July 1, ~~2025~~2027, each classification represented by the Union will continue to be assigned to the same salary range of the SP Range Salary Schedule effective June 30, ~~2025~~2027.

B. Effective July 1, ~~2025~~2027, each employee will continue to be assigned to the same range and step of the SP Range Salary Schedule that they were assigned on June 30, ~~2025~~2027.

C. Effective July 1, ~~2025~~2027, all ranges and steps of the SP Range Salary Schedule will increase by ~~three~~ XX percent (~~3.0~~XX.XX%) as shown in Appendix C. This salary increase is based on the SP Range Salary Schedule in effect on June 30, ~~2025~~2027.

D. Effective July 1, ~~2026~~2028, all salary ranges and steps of the SP Range Salary Schedule will be increased by ~~two~~ XX percent (~~2.0~~XX.XX%), as shown in Appendix D. This salary increase is based on the SP Range Salary Schedule in effect on June 30, ~~2026~~2028.

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

### 43.3 N1 Pay Range Assignments

The parties agree to match the across-the-board compensation agreement reached at the State of Washington/OFM LRO 2027-2029 WFSE GG negotiations for this Section of the Agreement.

A. Effective July 1, ~~2025~~2027, each classification represented by the Union will continue to be assigned to the same range and step of the N1 Range Salary Schedule that they were assigned on June 30, ~~2025~~2027.

B. Effective July 1, ~~2025~~2027, each employee will continue to be assigned to the same range and step of the N1 Range Salary Schedule they were assigned on June 30, ~~2025~~2027.

C. Effective July 1, ~~2025~~2027, Appendix S identifies classification specific salary adjustments and the salary range the classification is assigned.

D. Effective July 1, ~~2025~~2027, all salary ranges and steps of the N1 Range Salary Schedule will be increased by ~~three~~ XX percent (~~3.0~~XX.XX%), as shown in Appendix E. This salary increase is based on the N1 Range Salary Schedule in effect on June 30, ~~2025~~2027. Effective July 1, ~~2026~~2028, all salary ranges and steps of the N1 Range Salary Schedule will be increased by ~~two~~ XX percent (~~2.0~~XX.XX%), as shown in Appendix F. This salary increase is based on the N1 Salary Schedule in effect on June 30, ~~2025~~2027.

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

F. Step U

Step U is designated as twenty-six (26) years of experience and employees will advance to Step U in accordance with Section 43.10, Period Increases.

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

The parties agree to match the across-the-board compensation agreement reached at the State of Washington/OFM LRO 2027-2029 WFSE GG negotiations for this Section of the Agreement.

A. Effective July 1, ~~2025~~2027, Appendix G identifies the salary range and classification assignment.

B. July 1, ~~2025~~2027, all salary ranges and steps of the "IT" Range Salary Schedule will be increased by ~~three~~ XX percent (~~3.0~~XX.XX%), as shown in Appendix G.

C. Effective July 1, ~~2026~~2028, all salary ranges and steps of the "IT" Range Salary Schedule will be increased by ~~two~~ XX percent (~~2.0~~XX.XX%), as shown in Appendix H.

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

**43.5** Compensation increases described in Subsection 43.1, Subsection 43.2, Subsection 43.3 and Subsection 43.4 above will take effect only if they are deemed feasible by the

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

### 43.6 Recruitment or Retention – Compression or Inversion – Higher Level Duties and Responsibilities – Inequities

Effective July 1, ~~2025~~2027, targeted job classifications were assigned to a higher salary range due to recommended recruitment and retention difficulties, compression or inversion, higher level duties and responsibilities or inequities. Appendices K, L and S identifies the impacted job classifications, the effective dates and salary range for which they were assigned.

### 43.7 Pay for Performing the Duties of a Higher Classification

Employees who are temporarily assigned the full scope of duties and responsibilities for more than fifteen (15) calendar days of a higher-level classification will be notified in writing and will be advanced to a step of the range for the new class that is nearest to five percent (5.0%) higher than the amount of the pre-promotional step. The Employer may grant a higher salary increase as provided in Subsection 43.11 C. The increase will become effective on the first day the employee was performing the higher-level duties.

### 43.8 Premiums – Communication Officer 1

A. One (1) Communication Officer 1 employee who is assigned to provide training to new Communication Officer employees will be paid at a rate of two (2) steps above their base rate of pay for the duration of their training assignment for new employees.

B. One (1) Communication Officer 1 employee who is assigned as the Evidence Officer will be paid at a rate of two (2) steps above their base rate of pay for the duration of their Evidence Officer assignment.

C. Assignment to Section 43.8 A and Section 43.8 B cannot be consider the sole criteria for reallocation in accordance with Article 42.2, Position Review.

D. Employees may receive only one premium at a time.

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

The Employer will assign newly hired employees to the appropriate range and step of the appropriate State Salary Schedules as described in Appendices A through H. Upon request of the Union, the Employer will bargain the effects of a change to an existing class or newly proposed classification.

A. N1 Ranges

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

1. An employee's experience as a registered nurse (RN), physician's assistant (PA-C) and/or licensed practical nurse (LPN), calculated as follows, will determine the placement of an employee on the proper step within an N1 range:

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

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

**43.10 Periodic Increases**

Periodic increases are provided as follows:

A. Employees who are hired at the minimum step of the pay range will receive a two (2) step increase to base salary following completion of six (6) months of service, and their periodic increase date is six (6) months from the date of hire. Thereafter, the employee will receive a two (2) step increase annually on their periodic increase date, until they reach the top of the pay range.

B. Employees who are hired above the minimum step of the salary range will receive a two (2) step increase to base salary following completion of twelve (12) months of service, and their periodic increase date is twelve (12) months from the date of hire. Thereafter, the employee will receive a two (2) step increase annually on their periodic increase date, until they reach the top of the pay range.

C. Once an employee's periodic increase date is established, the periodic increase date remains the same unless:

1. The employee is appointed to another position with a different salary range maximum. Upon this subsequent appointment, the provisions of 43.10 A and B of this section apply.

2. The periodic increase date is reset in accordance with 43.10 A and B of this section when an employee is rehired after a break in service.

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

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

F. Employees hired before July 1, 2009 will retain their periodic increase date as of June 30, 2008.

**43.11 Salary Assignment Upon Promotion**

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

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

C. <u>Recruitment, Retention, Other Business Needs or Geographic Adjustments</u>

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

D. Promotions for Employees assigned to N1 Ranges

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

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

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

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

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

Or

b. Placement on the step of the new range that is nearest to a minimum of five percent (5.0%) higher than the amount of the pre- promotional step. The Employer may authorize more than a five percent (5.0%) increase, but the amount must be on a step within the salary range for the class.

Or

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

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

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

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

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

**43.12 Salary Adjustments**

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

**43.13 Demotion**

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

**43.14 Transfer**

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

**43.15 Reassignment**

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

**43.16 Reversion**

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

**43.17 Elevation**

Elevation is defined as restoring an employee to the higher classification, with permanent status, which was held prior to being granted a demotion or to a class that is between the current class and the class from which the employee was demoted. Upon elevation, an employee's salary will be determined in the same manner that is provided for promotion in Section 43.11, above.

**43.18 Part-Time Employment**

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

**43.19 Callback**

A. When an overtime-eligible employee has left the Employer grounds and is called to return to the work station outside of regularly scheduled hours to handle emergency situations that could not be anticipated, the employee will receive four (4) hours penalty pay plus time actually worked. The penalty pay will be compensated at the regular rate. Time worked will be in accordance with Article 7, Hours of Work, and Article 8, Overtime.

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

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

**43.20 Shift Premium**

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

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

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

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

**43.21 Standby**

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

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

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

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

C. Employees on standby status will be compensated at a rate of one dollar and fifty cents ($1.50) an hour or seven percent (7.0%) of their hourly base salary, whichever is greater, for time spent in standby status.

**43.22 Relocation Compensation**

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

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

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

B. If the employee receiving the relocation payment terminates or causes termination of their employment with the Employer within one (1) year of the date of employment, the Employer will be entitled to reimbursement for the moving costs which have been paid and may withhold such sum as necessary from any amounts due the employee. Termination as a result of layoff or disability separation will not require the employee to repay the relocation compensation.

**43.23 Salary Overpayment Recovery**

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

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

B. <u>Method of Payback</u>

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

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

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

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

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

C. Appeal Rights

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

**43.24 Special Pay Salary Ranges**

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

**43.25 Assignment Pay**

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

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

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

**43.27 Dependent Care Salary Reduction Plan**

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

**43.28 Pretax Health Care Premiums**

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

**43.29 Medical/Dental Expense Account**

The Employer agrees to allow insurance eligible employees, covered by the Agreement, to participate in a medical and dental expense reimbursement program to cover co- payments, deductibles and other medical and dental expenses, if employees have such costs, or expenses for services not covered by health or dental insurance on a pretax basis as permitted by federal tax law or regulation.

### 43.30 Voluntary Separation Incentives – Voluntary Retirement Incentives

The Employer will have the discretion to participate in a Voluntary Separation Incentive Program or a Voluntary Retirement Incentive Program, if such programs are provided for in the ~~2025~~ 2027 – ~~2027~~ 2029 operating budget. Such participation must be in accordance with the program guidelines adopted by OFM/State Human Resources, Office of Financial Management and the Department of Retirement Systems, following consultation with the Office of Financial Management. Program incentives or offering of such incentives are not subject to the grievance procedure in Article 30, Grievance Procedure.

Agreed this __15th_____ day of ____September______________, 2026

| | |
|---|---|
| The Evergreen State College | Washington Federation of State Employees |
| Laurel R. Uznanski | Ron Heley |
| Laurel R. Uznanski, Lead Negotiator | Ron Heley, Lead Negotiator |

The parties agree to replace the language in this article with the language from the 2027-2029 coalition agreement on Health Care Benefits Amounts negotiated at the State of Washington and the Coalition of Unions bargaining table.

## ARTICLE 44
## HEALTH CARE BENEFITS AMOUNT

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

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

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

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

~~C. Value-based benefits designs will:~~

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

~~2. Use clinical evidence; and~~

~~3. Be the decision of the PEBB.~~

~~D. Article 41.1 (B) and (C) will expire June 30, 2027.~~

~~**44.2** The Employer will pay the entire premium costs for each bargaining unit employee for dental, stand-alone vision, basic life, and any offered basic long-term disability insurance coverage. If changes to the long-term disability benefit structure occur during the life of this Agreement, the Employer recognizes its obligation to bargain with the Coalition over impacts of those changes within the scope of bargaining.~~

~~**44.3 Wellness**~~

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

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

~~**44.4** The PEBB Program shall provide information on the Employer Sponsored Insurance Premium Payment Program on its website and in an open enrollment publication annually.~~

~~**44.5 Flexible Spending Arrangement**~~

~~A. During January 2026 and again in January 2027, the Employer will make available three hundred dollars ($300) in a Flexible Spending Arrangement (FSA) account for each bargaining unit member represented by a Union in the Coalition described in RCW 41.80.020(3), who meets the criteria in Subsection 41.5 B below.~~

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

~~1. Is occupying a position that has an annual full-time equivalent base salary of sixty-eight thousand and four dollars ($68,004.00) or less on November 1 of the year prior to the year the Employer FSA funds are being made available; and~~

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

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

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

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

~~D. The provisions of the State's salary reduction plan will apply. In the event that a federal tax that takes into account contributions to an FSA is imposed on PEBB health plans, this provision will automatically terminate. The parties agree to meet and negotiate over the termination of this benefit.~~

Agreed this __31st_____ day of ____July__________, 2026

| The Evergreen State College | Washington Federation of State Employees |
|---|---|
| Laurel R. Uznanski | ____Ron Heley__________ |
| Laurel R. Uznanski, Lead Negotiator | Ron Heley, Lead Negotiator |

# ARTICLE 46

## CHILDCARE CENTER

**46.1** The Employer and the Union recognize that family life has a significant impact upon employees' work lives. The Employer agrees to provide employees with access to the Employer's existing childcare center(s) on the same basis as presently provided. The Employer will prioritize families who already have a child enrolled, then student parents, then faculty and staff, and finally community families.

**46.2** The Employer will notify the Union as soon as possible of any changes in employee access to the Employer's existing childcare center(s).

Agreed this 13th day of May, 2026

| | |
|---|---|
| The Evergreen State College | Washington Federation of State Employees |
| Laurel R. Uznanski, Lead Negotiator | Ron Heley, Lead Negotiator |

## ARTICLE 47

## EMPLOYEE LOUNGE FACILITIES

**47.1** The Employer will designate employee lounge facilities apart from work areas. The lounge facilities will be maintained in a clean and safe manner.

**47.2** Adequate lunchrooms, breakrooms, private lactation rooms, washrooms and toilet facilities will be provided and available for use by employees. All designated breakrooms will include tables and chairs. The facilities will not normally be used for any other purpose.

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

**~~47.3~~47.4** Employees will be provided reasonable worktime to get to and from employee lounge facilities for scheduled rest periods and/or unpaid meal period.

Agreed this __31st___ day of _____July______, 2026

| | |
|---|---|
| The Evergreen State College | Washington Federation of State Employees |
| Laurel R. Uznanski | Ron Heley |
| Laurel R. Uznanski, Lead Negotiator | Ron Heley, Lead Negotiator |

## ARTICLE 48
## STRIKES

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

Agreed this _13th______ day of ___August_______________, 2026

The Evergreen State College

Laurel R. Uznanski

_______________________________

Laurel R. Uznanski, Lead Negotiator

Washington Federation of State Employees

Ron Heley 08/13/26

_______________________________

Ron Heley, Lead Negotiator

# Article 53

## Distribution of Agreement

The Employer will post the Agreement electronically on the Employer's website and provide a copy to the Union in an ADA compliant electronic format (e.g., Word document). The Union will be responsible for the distribution of the Agreement to its membership. The Employer will be responsible for ensuring managers and supervisors have access to the Agreement.

Employees with disabilities may request an accessible copy of this Agreement. The Employer and the Union will equally share the expense of producing such copies, if requested.

The Employer and the Union will equally share the expense of producing translated copies of the entire agreement if requested and mutually agreed to by the Parties, as needed.

Agreed this __27th__ day of ____July______, 2026

| The Evergreen State College | Washington Federation of State Employees |
|---|---|
| Laurel R. Uznanski | Ron Heley |
| Laurel R. Uznanski, Lead Negotiator | Ron Heley, Lead Negotiator |

# ARTICLE 54

## NONPERMANENT APPOINTMENTS

**54.1 Definitions**

For the purposes of nonpermanent appointments only, the following definitions apply:

A. Nonpermanent appointment: An appointment made by the Employer under the provisions of this Article.

B. Nonscheduled, nonpermanent: An employee who is not assigned a fixed schedule or amount of working time in a workweek or is hired to work less than one (1) calendar month in duration.

C. Permanent status employee: A current classified employee that was hired by the Employer via the competitive process in accordance with Article 4, Hiring and Appointments, and was appointed into a regular, cyclic year, ~~or~~ project, or in-training position.

D. Scheduled, nonpermanent: An employee who is assigned a schedule with a fixed number of working hours in a workweek for at least one (1) calendar month in duration.

**54.2 Reasons for Nonpermanent Appointments**

The Employer may fill a position with a nonpermanent appointment when any of the following conditions exist:

A. A permanent employee is absent from a position;

B. The Employer is recruiting to fill a vacant position with a permanent appointment;

C. The Employer needs to address short-term, immediate workload peak or other short-term needs;

D. When the Employer is not filling a position with a permanent appointment due to an impending or actual layoff of permanent status employee(s); or

E. The nature of the work is sporadic and does not fit a particular pattern.

**54.3 Hiring and Appointment**

A. Nonpermanent appointments may be filled on a noncompetitive basis which means that the Employer is not required to comply with Article 4, Hiring and Appointments, before making a nonpermanent appointment.

When the Employer uses the competitive process in accordance with Article 4, Hiring and Appointments, the Employer may convert the status of the nonpermanent appointment to a regular, cyclic year, or project appointment and the employee will serve a probationary or trial service review period.

B. The duration of a nonpermanent appointment cannot exceed twelve (12) months from the date of hire and may be extended to no more than twenty-four (24) months from the date of hire.

C. A permanent status employee who receives prior approval from their supervisor (or designee) may accept a nonpermanent appointment within the Employer. A permanent status employee who has received prior approval will be placed on approved leave without pay from their regular, cyclic, project or in-training position, and have return rights in accordance with Article 19.4

D. A permanent status employee who accepts a nonpermanent appointment within the Employer will maintain their seniority in accordance with Article 39, Seniority.

E. Nonpermanent appointments are excluded from the review period and employee status provisions in Article 4, Hiring and Appointments.

F. The Employer may end a nonpermanent appointment at any time with one (1) working day's written notice to the employee. If an employee is terminated for misconduct and the misconduct for which the employee is terminated is documented in the personnel file, just cause will apply.

G. Conclusion of the nonpermanent appointment will be at the discretion of the Employer, including termination of appointment prior to its originally identified end date, and will not be subject to the grievance procedure in Article 30.

**54.4 Classification**

A nonpermanent employee will be assigned to a Washington State Human Resources job classification.

Employees in nonpermanent appointments cannot obtain permanent status in the assigned job classification and are excluded from the position review process identified in Article 42, Classification.

**54.5 Compensation**

A. A nonpermanent employee will be compensated in accordance with the applicable salary schedule in Article 43.1 through Article 43.4, and based on the assigned job classification as per Section 54.4 above.

B. In addition to Section 54.5 A above, the provisions of Article 43, Compensation, apply to permanent status employees who accept a scheduled or non-scheduled, nonpermanent appointment, unless indicated otherwise below:

**43.17 , Part-Time Employment** – Does not apply to nonscheduled, nonpermanent appointments who will instead be paid the appropriate hourly rate of pay for their assigned job classification for all hours worked.

**43.18 , Callback** - Does not apply to nonscheduled, nonpermanent appointments.

**43.19 , Shift Premium** - Does not apply to nonscheduled, nonpermanent appointments.

**43.20 , Standby** - Does not apply to nonscheduled, nonpermanent appointments.

C. In addition to Section 54.5 A above, the provisions of Article 43, Compensation, apply to individuals who are not permanent status employees who accept a scheduled or non-scheduled, nonpermanent appointment, unless indicated otherwise below:

**43.12, Demotion** – Does not apply.
**43.13, Transfer** – Does not apply.
**43.14, Reassignment** – Does not apply.
**43.15, Reassignment** – Does not apply.
**43.16, Elevation** – Does not apply.
**43.17 , Part-Time Employment** - Does not apply to nonscheduled, nonpermanent appointments who will instead be paid the appropriate hourly rate of pay for their assigned job classification for all hours worked.
**43.18 , Callback** - Does not apply to nonscheduled, nonpermanent appointments.
**43.19 , Shift Premium** - Does not apply to nonscheduled, nonpermanent appointments.
**43.20 , Standby** –Does not apply to nonscheduled, nonpermanent appointments.
**43.29, Voluntary Separation Incentives – Voluntary Retirement Incentives** - Does not apply.

**54.6 Hours of Work**

The Employer will assign the hours of work for scheduled and nonscheduled, nonpermanent employees. The nonpermanent employee's work shift is the hours an employee is assigned to work on a workday. The provisions of Article 7, Hours of Work, apply to scheduled and nonscheduled, nonpermanent employees, unless indicated otherwise below:

**7.1, Definitions** – F, does not apply to nonscheduled nonpermanent appointments.
**7.3, Overtime-Eligible Employees** – A-B, does not apply to nonscheduled, nonpermanent appointments; D does not apply to scheduled and nonscheduled, nonpermanent

appointments.

**54.7 Overtime**

The provisions of Article 8, Overtime, apply to scheduled and nonscheduled, nonpermanent employees who are overtime eligible, unless indicated otherwise:

**8.4, Compensatory Time for Overtime-Eligible Employees** – Does not apply to nonscheduled, nonpermanent appointments.

**54.8 Holidays**

A. Scheduled, nonpermanent employees will receive holiday compensation in accordance with Article 10, Holidays.

B. Nonscheduled, nonpermanent employees will be compensated for the number of holiday hours the employee is entitled to for the paid holidays listed in Article 10.1, except for holidays that occur prior to their hire date, under the same proportional basis that their nonpermanent appointment bears to fulltime employment based on the total number of hours worked in the previous two (2) pay periods. A nonscheduled, nonpermanent employee is eligible for a maximum of eight (8) hours of holiday pay for all nonpermanent appointments.

In addition, the provisions of Article 10, Holidays, apply to nonscheduled, nonpermanent employees, unless indicated otherwise below:

**10.3, Holiday Rules** – A and C-F do not apply.

**54.9 Vacation Leave**

A. The provisions of Article 11, Vacation Leave, will apply to permanent status employees who accept a scheduled, nonpermanent appointment.

The provisions of Article 11, Vacation Leave, will apply to permanent status employees who accept a nonscheduled, nonpermanent appointment except they will be credited with vacation leave under the same proportional basis that their nonpermanent appointment bears to full-time employment based on the total number of hours worked in the previous two (2) pay periods and in accordance with the vacation leave accrual rate schedule in Article 11.4.

B. Individuals who are not permanent status employees who accept a nonscheduled, nonpermanent appointment will be credited with vacation leave under the same proportional basis that their nonpermanent appointment bears to full-time employment based on the total number of hours worked in the previous two (2) pay periods and in accordance with the vacation leave accrual rate schedule in Article 11.4.

C. In addition to Section 46.9 B above, the provisions of Article 11, Vacation Leave, apply to individuals who are not permanent status employees who accept a scheduled or nonscheduled, nonpermanent appointment, unless indicated otherwise below:

**11.3, Vacation Leave Accrual** – A does not apply.
**11.4, Vacation Leave Accrual Rate Schedule** – Does not apply to nonscheduled nonpermanent appointments as they will be credited with vacation leave in accordance Section 54.9 A and Section 54.9 B above.
**11.5, Vacation Scheduling for 24/7** – Does not apply to nonscheduled, nonpermanent appointments.

**54.10 Sick Leave**

A. The provisions of Article 12, Sick Leave, will apply to permanent status employees who accept a scheduled, nonpermanent appointment.

The provisions of Article 12, Sick Leave, will apply to permanent status employees who accept a nonscheduled, nonpermanent appointment except they will be credited with sick leave under the same proportional basis that their nonpermanent appointment bears to full-time employment based on the total number of hours worked in the previous two (2) pay periods, up to a maximum of eight (8) hours in a calendar month for all nonpermanent appointments.

B. Individuals who are not permanent status employees who accept a nonscheduled, nonpermanent appointment will be credited with sick leave under the same proportional basis that their nonpermanent appointment bears to fulltime employment based on the total number of hours worked in the previous two (2) pay periods, up to a maximum of eight (8) hours in a calendar month for all nonpermanent appointments.

C. In addition to Section 54.10 B above, the provisions of Article 12, Sick Leave, apply to individuals who are not permanent status employees who accept a scheduled or nonscheduled, nonpermanent appointment, unless indicated otherwise below:

**12.1, Sick Leave Accrual** – A-C do not apply for nonscheduled, nonpermanent appointments.

**54.11 Shared Leave**

The provisions of Article 13, Shared Leave, will apply to permanent status employees who accept a scheduled, nonpermanent appointment.

**54.12 Miscellaneous Paid Leaves**

A. The provisions of Article 18, Miscellaneous Paid Leaves, will apply to permanent status employees who accept a nonpermanent appointment.

B. The provisions of Article 18, Miscellaneous Paid Leaves, will apply to individuals who are not permanent status employees who accept a scheduled or nonscheduled, nonpermanent appointment, unless indicated otherwise:

**18.4 Interviews** – B does not apply.

**54.13 Leave Without Pay**

A. The provisions of Article 19, Leave Without Pay, will apply to permanent status employees who accept a nonpermanent appointment.

B. The provisions of Article 19, Leave Without Pay, apply to individuals who are not permanent status employees who accept a nonpermanent appointment, unless indicated otherwise:

**19.4, Returning Employee Rights –** Does not apply.

**54.14 Layoff**

The provisions of Article 35, Layoff and Recall, will apply to permanent status employees who accept a nonpermanent appointment.

**54.15 Other Provisions**

The following Articles in this Agreement apply to nonpermanent employees:

Preamble

| | |
|---|---|
| Article 1 | Union Recognition |
| Article 2 | Non-Discrimination |
| Article 3 | Workplace Behavior |
| Article 9 | Training and Employee Development |
| Article 14 | Shared Leave Pools |
| Article 15 | Family and Medical Leave |
| Article 16 | Work-Related Injury and Illness |
| Article 17 | Suspended Operations |

| | |
|---|---|
| Article 20 | Safety and Health |
| Article 21 | Uniforms, Tools and Equipment |
| Article 22 | Drug and Alcohol Free Workplace |
| Article 23 | Travel |
| Article 24 | Commute Trip Reduction and Parking |
| Article 25 | Licensure and Certification |
| Article 28 | Privacy and Off-Duty Conduct |
| Article 31 | Legal Defense |
| Article 32 | Employee Assistance Program |
| Article 33 | Employee Files |
| Article 34 | Reasonable Accommodation and Disability Separation |
| Article 36 | Management Rights |
| Article 37 | Mandatory Subjects |
| Article 38 | Union-Management Communication Committee |
| Article 40 | Union Activities |
| Article 41 | Union Dues Deduction and Status Reports |
| Article 44 | Health Care Benefits Amounts |
| Article 46 | Childcare Center |
| Article 47 | Employee Lounge Facilities |
| Article 48 | Strikes |
| Article 51 | Entire Agreement |
| Article 52 | Savings Clause |
| Article 53 | Distribution of Agreement |
| Article 55 | Term of Agreement |

**54.16 Grievance**

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

The provisions of Article 30, Grievance Procedure, apply to nonpermanent appointments as follows:

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

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

Agreed this __15th_____ day of ___September_______________, 2026

The Evergreen State College Washington Federation of State Employees

Laurel R. Uznanski ____ Ron Heley ____________

Laurel R. Uznanski, Lead Negotiator Ron Heley, Lead Negotiator

## ARTICLE 55
## TERM OF AGREEMENT

**55.1** All provisions of this Agreement will become effective July 1, ~~2025~~2027, and will remain in full force and effect through June 30, ~~2027~~2029; however, in accordance with RCW 41.80.090, if this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement, the terms and conditions of this Agreement will remain in effect for a period not to exceed one (1) year from the expiration date. Thereafter, the Employer may unilaterally implement according to law.

**55.2** Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, ~~2026~~ 2028 and no later than January 31, ~~2026~~2028. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

Agreed this 17th day of April, 2026

| | |
|---|---|
| The Evergreen State College | Washington Federation of State Employees |
| ______________________________ | ______________________________ |
| Laurel R. Uznanski, Lead Negotiator | Ron Heley, Lead Negotiator |

The Parties agree to preserve the current 2025-2027 classified employees' collective bargaining agreement language (i.e., maintaining "status quo") for the following Articles. This "status quo" language will be included in the 2027-2029 classified employees' collective bargaining agreement.

Preamble
Article 1 – Union Recognition
Article 5 – Temporary Appointments
Article 14 – Shared Leave Pools
Article 15 – FMLA (with 'housekeeping change' in Section 15.3 – Public Employees Benefits Board)
Article 16 – Work-Related Injury or Illness
Article 21 – Uniforms, Tools and Equipment
Article 22 – Drug and Alcohol-Free Workplace
Article 23 – Travel
Article 25 – Licensure and Certification
Article 26 – Volunteers and Student Workers
Article 27 – Resignation and Abandonment
Article 28 – Privacy and Off-Duty Conduct
Article 31 – Legal Defense
Article 32 – Employee Assistance Program
Article 33 – Employee Files
Article 34 – Reasonable Accommodation and Disability Separation
Article 45 – Voluntary Employees' Beneficiary Associations (VEBAs)
Article 49 – Contracting
Article 50 – Shared Services
Article 51 – Entire Agreement

**Article 52 – Savings Clause**

Agreed this 17th day of April, 2026

The Evergreen State College

Laurel R. Uznanski, Lead Negotiator

Washington Federation of State Employees

Ron Heley, Lead Negotiator

# Appendix I
# Assignment Pay

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

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

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

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

Agreed this __17th_____ day of ___September_______________, 2026

The Evergreen State College

Laurel R. Uznanski

Laurel R. Uznanski, Lead Negotiator

Washington Federation of State Employees

_____Ron Heley______________

Ron Heley, Lead Negotiator

# Appendix J
# Communication Officer Classification

| Code | Title | Range |
|---|---|---|
| 451F | COMMUNICATIONS OFFICER 1 | 51SP |
| 451G | COMMUNICATIONS OFFICER 2 | 55SP |
| 451H | COMMUNICATIONS OFFICER 3 | 59SP |
| 451I | COMMUNICATIONS OFFICER 4 | 63SP |

Agreed this __17th____ day of ___September__________, 2026

The Evergreen State College | Washington Federation of State Employees

Laurel R. Uznanski | ____ Ron Heley ________

Laurel R. Uznanski, Lead Negotiator | Ron Heley, Lead Negotiator

# MEMORANDUM OF UNDERSTANDING
## BETWEEN
## THE EVERGREEN STATE COLLEGE
## AND
## WASHINGTON FEDERATION OF STATE EMPLOYEES
## Generative Artificial Intelligence

The parties agree to the following:

The College will not rely on generative artificial intelligence (GenAI) when making employment-related decisions. Employment-related decisions include those related to hiring, promotion, disciplinary actions, or any other decision regarding a bargaining unit member's work performance. Use of GenAI decision-making system(s) in relation to bargaining unit members must ensure that the system's outputs — such as recommendations, evaluations, or other determinations — are reviewed and validated through direct human oversight. In the event that GenAI is used in such decision-making, the use will be disclosed. In addition, the use of GenAI will not result in the layoff of any represented employees.

The College will continue to comply with the notice requirements of Article 28.

The College retains all rights established within this Collective Bargaining Agreement in relation to GenAI.

This MOU expires on June 29, 2029.

Agreed this _15th_____ day of __September______________, 2026

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| The Evergreen State College | Washington Federation of State Employees |
| ______________________________ | ___Ron Heley_______________ |
| Laurel R. Uznanski, Lead Negotiator | Ron Heley, Lead Negotiator |

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE EVERGREEN STATE COLLEGE (EVERGREEN)
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES (WFSE)**

**IT PROFESSIONAL STRUCTURE**

The parties agree to the following regarding the Information Technology (IT) Professional Structure implemented July 1, 2019:

**I. Definitions:**

The following terms and explanations shall apply to the IT Professional Structure.

| **Term** | **Explanation** |
|---|---|
| Job Family | A functional discipline involving similar types of work requiring similar training, skills, knowledge, and expertise.<br><br>IT Families include: Application Development, Customer Support, Data Management, IT Architecture, IT Business Analyst, IT Policy and Planning, IT Project Management, IT Security, IT Vendor Management, Network and Telecommunications, Quality Assurance, and System Administration. |
| Level | The measure of complexity of work performed.<br><br>IT Levels include: Entry, Journey, Senior/Specialist, Expert, IT Manager, and Senior IT Manager |
| Allocation | The assignment of a position to a job family and level. |
| Reallocation | The assignment of a position to a different level and/or job family. |
| Class, Classes, and Classification (*where used in reference to job classification*) | Where these terms are used in the Evergreen/WFSE CBA, for the purposes of the implementation of the new IT Professional Structure, they shall be followed by "or job family/ies and level/s." |

**II.** Impacts of the IT Structure implementation allocation appeals in process as a result of the July 1, 2019 implementation:

A. The following conditions of employment will not change because a position is being transitioned into the IT Professional Structure as the result of a final decision issued for an implementation allocation appeal:

i. Required licensure and/or certifications;

ii. The grievance procedure, as outlined in Article 30, Grievance Procedure;

iii. Status, including time in classified services as an in-training, project, cyclic, trial service, transition review or probationary employee;

B. Employees reallocated into the IT Professional Structure as the result of a final decision issued for an implementation allocation appeal will have their initial salary determined as follows:

i. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee will continue to be compensated at the salary they were receiving prior to the reallocation downward, until such time as the employee vacates the position or their salary falls within the new salary range.

In all other cases, the employee's salary will be adjusted in accordance with the original IT MOU to reflect the salary they would be receiving had the final decision issued been the original decision.

C. Question #16 of the Step M Q&A applies to positions transitioned due to the implementation of the IT Professional Structure.

**16. If a classification is moved to a new pay range as a result of collective bargaining will time spent at Step L of the previous range count towards the six-year requirement to move to step M of the new range?**

Yes. If a classification is moved to a new pay range as a result of collective bargaining, time spent at step L of the previous range will count towards the six-year requirement to move to step M of the new range.

D. Positions at the Entry, Journey, and Senior/Specialist level in the IT Professional Structure that are designated as a supervisor will receive a five percent (5%) supervisory pay differential in addition to the base salary.

Agreed this __17th_____ day of ____September______________, 2026

| The Evergreen State College | Washington Federation of State Employees |
|---|---|
| Laurel R. Uznanski | Ron Heley |
| Laurel R. Uznanski, Lead Negotiator | Ron Heley, Lead Negotiator |

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE EVERGREEN STATE COLLEGE (COLLEGE)
AND
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, AND AFSCME COUNCIL 28
WASHINGTON FEDERATION OF STATE EMPLOYEES (WFSE)**

**Retention Bonus**

WFSE Bargaining Unit employees who are employed on July 1, 2027 will receive a one-time lump sum retention payment of seven hundred fifty dollars ($750.00) on the July 25, 2027 paycheck. The bonus is subject to all required state and federal withholdings but not to Union dues and will be paid no earlier than July 25, 2027.

Agreed this _15th______ day of ___September_______________, 2026

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| The Evergreen State College | Washington Federation of State Employees |
| Laurel R. Uznanski | ____Ron Heley____________ |
| Laurel R. Uznanski, Lead Negotiator | Ron Heley, Lead Negotiator |

Memorandum of Understanding
Between
Washington Federation of State Employees
And
The Evergreen State College

## Suspended Operations Workgroup - Required Personnel

The parties recognize the important work required personnel perform during suspended operations. The parties further agree that data collection and analysis may be helpful and may improve relationships and practices for required personnel during suspended operations. Therefore, the parties agreed to convene a workgroup to study and evaluate topics including, but not limited to:

1) The manner in which suspended operations work assignments are communicated to required personnel;

2) Employee and supervisor preferences for compensation during suspended operations, as well as the impacts of that compensation. This may include an evaluation of impacts of additional leave vs additional pay, the administrative details and burdens of new forms of suspended operations compensation, and so on.

3) Gathering of quantitative data related to previous suspended operations events (e.g., what areas were impacted, what employees were called on, what costs were incurred); and

4) If quantitative data are not available, create recommendations on how to improve and report such information for the mutual benefit of the parties.

Beginning no later than July 1st, 2027 the parties will conduct negotiations for the purposes of this MOU. The parties will meet no less than four (4) times. The parties may meet more by mutual agreement.~~Six (6) months after the signature of this memorandum of understanding, upon the request of either party, a meeting will be convened to begin the work associated with this memorandum.~~

The workgroup's scope, membership, participation, and processes will be in accordance with Article 38, Union Management Communications Committee. The workgroup's membership will be in accordance with Article 38.2 A.

This MOU will expire on June 30, 2028.

Agreed this _15th_____ day of ___September_____________, 2026

| The Evergreen State College | Washington Federation of State Employees |
|---|---|
| Laurel R. Uznanski, Lead Negotiator | Ron Heley, Lead Negotiator |

Memorandum of Understanding (MOU)
Between
Washington Federation of State Employees (WFSE)
And
The Evergreen State College (TESC)

## **Wage Reopener**

The parties agree to reopen Articles 43.1 E, 43.2 D, 43.3 D and 43.4C of the 2027-2029 WFSE Classified Collective Bargaining Agreement solely for the purpose of bargaining wages for fiscal year 2029.

The parties agree they are entering into this agreement to engage in good faith bargaining for the purposes set forth above and further agree negotiations shall be limited to four (4) bargaining dates between August 23, 2027 and August 30, 2027.

Bargaining will jointly involve the WFSE Student Services Support Staff Union (SSSSU) as part of a coalition team for WFSE.

All statutory provisions applicable to this bargaining unit will continue to apply to the reopener bargaining.

The parties' agreement to reopen the above provisions of Article 43 for fiscal year 2029 should not be construed as establishing a past practice or creating any future obligation other than what is explicitly contained in this MOU.

Any agreement reach to modify wages for fiscal year 2029 under the terms of this MOU will be memorialized in a tentative agreement signed by the parties before October 1, 2027. Such an agreement is subject to: 1. a determination of financial feasibility pursuant to RCW 41.80.010, 2. the Governor putting the request for funds in his requested budget for fiscal year 2029, and 3. the Legislature approving the funds necessary to implement this MOU.

This MOU will expire on June 29, 2029.

Agreed this __17th_____ day of ___September_______________, 2026

| The Evergreen State College | Washington Federation of State Employees |
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| Laurel R. Uznanski | Ron Heley |
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