ARTICLE 2
NON-DISCRIMINATION

2.1 Under this Agreement, neither party will discriminate against employees on the basis of race (including traits historically associated or perceived to be associated with race such as, but not limited to, hair texture and protective hairstyle(s)), color, religion, creed, national origin, citizenship or immigration status, sex, status as a breast/chest feeding employee, sexual orientation, gender identity, gender expression, genetic information, marital status, age, disability, pregnancy, status as a disabled veteran, a Vietnam era veteran or other covered veteran (as defined by College policy), use of a trained guide or service animal by a person with a disability, status as a victim of domestic violence, sexual assault, ~~or~~ stalking, or a hate crime, or other characteristics protected by College policy and/or any other legally protected class. Bona fide occupational qualifications based on the above traits do not violate this Section.

2.2 Both parties agree that unlawful harassment, including sexual harassment, will not be tolerated.

2.3 Both parties agree that they will not retaliate against an employee because of the participation or lack of participation in union activities.

2.4 Employees who feel they have been the subjects of discrimination (including sexual harassment) or retaliation in violation of this Article are encouraged to discuss such issues with their supervisor or other management staff. Employees alleging discrimination under 2.1 or 2.2 may file a complaint in accordance with the College's Non-Discrimination 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 requests must be made within twenty-one (21) calendar days of the employee and the Union being notified in writing of the findings of the internal complaint.

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

2.6 Both parties agree that nothing in this Agreement will prevent an employee from filing a complaint with the Washington State Human Rights Commission, 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, Negotiator	Ron Heley, Lead Negotiator

ARTICLE 3
UNION RIGHTS AND ACTIVITIES

3.1 Right to 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 shall not unreasonably delay or postpone a meeting. 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.

3.2 Staff Representatives

A. The Union will provide the College with a written list of staff representatives assigned to the College. The Union will provide written notice to the College of any changes within thirty (30) calendar days of the changes.

B. Staff representatives may have access to the College's offices or facilities within their jurisdiction to carry out representational activities. The representatives will notify local management prior to their arrival and will not interrupt the normal operations of the College or unreasonably affect an employee's ability to accomplish assigned duties.

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

3.3 Union Stewards

A. <u>Steward List</u>

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

B. Release Time

Union stewards will be granted a reasonable amount of time during their normal working hours to investigate and process grievances in accordance with Article 31, Grievance Procedure. In addition, union stewards will be released during their normal working hours to prepare for and attend meetings within the bargaining unit and College for the following representational activities:

1. Management scheduled investigatory interviews and pre-disciplinary meetings in accordance with Article 30, Corrective Action, Discipline and Discharge;

2. Union-Management Committee meetings and Union-Management Committee pre-meetings in accordance with Article 29, Union-Management Committee;

3. Informal grievance resolution meetings, grievance meetings, alternative dispute resolution meetings, or arbitration hearings in accordance with Article 31, Grievance Procedure; and

4. Management scheduled new employee orientation, in accordance with Article 8, Training and Employee Development.

C. Steward Mentoring

With the agreement of the College, a second shop steward may observe representational activities specified in Article 3.3 B.1 and Article 3.3 B.3 above for the purpose of mentoring and training. The WFSE will provide written notice of the union steward's name to Human Resource Services prior to the training.

The College may approve compensatory time, vacation leave or leave without pay for the second steward to attend the training.

D. Notification

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

If the amount of time a union steward spends performing representational activities is unreasonably affecting the steward's ability to accomplish assigned duties, the College will notify and discuss the concerns with the steward, the Chief Steward and the Council Representative and may not release the employee.

3.4 Employees

A. Release Time

Employees will be provided a reasonable amount of time during their normal working hours to meet with the union steward and/or staff representative to process a grievance. In addition, employees 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, or arbitration hearings in accordance with Article 31, Grievance Procedure, and held during the employee's core hours of work;

   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 will not be required to use paid leave time for an appearance occurring during the employee's normal working hours, provided that the testimony given is related to the employee's job function or involves matters the employee has 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 30, Corrective Action, Discipline and Discharge; and

3. Negotiations in accordance with Article 28, Mandatory Subjects.

B. Notification

The employee must obtain prior approval from their supervisor before attending any meeting or hearing during the employee's normal working hours. All requests must include the approximate amount of time the employee expects the activity to take. College business requiring the employee's immediate attention must be completed prior to the employee attending the meeting or hearing. Employees must submit a union paid release leave request and will suffer no loss in pay for attending management scheduled meetings and hearings that are scheduled during the employee's work hours. Attendance at meetings or hearings during the employee's non-work hours will not be considered as time worked.

If the amount of time an employee spends preparing for or attending meetings or hearings is unreasonably affecting the employee's ability to accomplish assigned duties, the College will notify and discuss the concerns with the employee, the Chief Steward and the Council Representative and may not release the employee. An employee cannot use state/College owned vehicles to travel to and from a work site to attend a meeting or hearing unless authorized by the College.

3.5 Use of State Facilities, Resources, and Equipment

A. <u>Meeting Space and Facilities</u>

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

B. <u>Supplies and Equipment</u>

The Union and employees shall 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 purposes if there is no cost to the College, the call is brief in duration and it does not disrupt or distract from the College's business.

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

The Union and employees covered by this Agreement ~~will not use state-owned or operated e-mail, fax machines, or the Internet to communicate with one another regarding union business. Employees~~ may use state-owned or operated e-mail to ~~request union representation. Union representatives and stewards may use state owned/operated equipment to~~ communicate with one another regarding union business. ~~the affected employees and/or the College for the exclusive purpose of administration of this Agreement to include electronic transmittal of grievances and responses in accordance with Article 31, 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 College;

2. Be brief in duration and frequency;

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

4. Not distract from the conduct of state business;

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

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

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

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

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 Washington State Executive Ethics Board.~~ Communication that occurs over state-owned equipment is the property of the College and may be subject to public disclosure.

3.6 Bulletin Boards and Newsstands

The College will provide two designated physical bulletin boards and space for the physical bulletin boards for Union communication. Material posted on a physical bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with the state ethics laws, and clearly identified as union literature. Union information shall not be posted or otherwise disseminated at any other location on the College campus except as provided for in Subsection 3.7, below.

3.7 Distribution of Material

An employee will have access to the employee's worksite for the purposes of distributing Union information to other bargaining unit employees provided:

A. The employee is off duty;

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

C. The distribution will normally occur via desk drops. In those cases where circumstances do not permit distribution by this method, an alternative method will be mutually agreed upon; and

D. Distribution will not occur more than twice per month, unless agreed to in advance by the College.

3.8 Time Off for Union Activities

A. Union-designated employees may request to be allowed time off without pay to attend union-sponsored meetings, training sessions, conferences, and conventions, and such requests will be granted, provided the absence of the employee(s) does not unreasonably interfere with the operating needs of the College as determined by management. If the requested absence is approved, employees may use accumulated compensatory time, personal holiday, personal leave or accrued vacation leave instead of leave without pay. However, employees must use compensatory time prior to the use of vacation leave, unless the use would result in a loss of vacation leave.

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

3.9 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 for a specified duration, not to exceed six (6) months, provided the employee's time off will not unreasonably interfere with the operating needs of the College 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 the same or a comparable position, provided such position is vacant or occupied by a temporary employee, and provided such reemployment is not in conflict with other articles in this Agreement. The employee and the College may enter into a written agreement regarding return rights prior to the commencement of leave.

3.10 College Committee Meetings

The College will continue its current practices requesting nominees from the Union to serve on College committees, including budget committees, where deemed appropriate. Time spent serving on College committees will be considered time worked. Both parties agree that college policies, including the Evergreen Social Contract, should guide participation in such meetings.

3.11 WFSE Council President and Vice-President (if employed by the College)

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.

A. Leave of Absence

Upon request of the Union, the College will grant leave with pay for the WFSE Council President and Vice-President for their term of office. The Union will give the College at least thirty (30) calendar days prior notice, unless otherwise agreed to in writing. The Union will reimburse the College for the "fully burdened costs of the positions" the College 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 College by the 20th of each month for the previous month.

B. <u>Leave Balances</u>

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 their 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, their leave balances will not exceed their leave balances on the date the period of absence commenced. Reporting of leave will be submitted to the College. All leave requests will be submitted within the required time limits.

C. <u>Indemnification</u>

The Union will defend, indemnify and hold harmless the College for any and all costs including attorney's fees, damages, settlements, or judgments, or other costs, obligations, or liabilities the College incurs as a result of any demands, claims, or lawsuits filed against the College 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. <u>Return Rights</u>

The President and Vice-President will have the right to return to the same or a comparable position, provided such position is vacant or occupied by a temporary employee, and provided such reemployment is not in conflict with other articles in this Agreement. The employee and the College may enter into a written agreement regarding return rights prior to the commencement of the leave.

3.12 Collective Bargaining Agreement Negotiations

A. Release Time

1. The Union will provide the College a written list of the employees serving on the collective bargaining agreement negotiations team in accordance with Section 3.8 B, above. 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. No overtime or compensatory time will be incurred as a result of participation in formal negotiations.

2. The College will approve paid release time for up to ten (10) formal negotiation sessions for up to five (5) Union team members. If additional sessions are needed, the costs for release time will be split evenly between the parties.

B. Subject Matter Experts

Either party may invite subject matter experts to present information during formal negotiation 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 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 time, personal holiday, personal leave, or leave without pay for the subject matter expert to attend negotiation sessions, or at the discretion of the supervisor an employee may adjust their work schedule to present as a subject matter expert in negotiations. Attendance at the formal negotiations session(s) during the employee subject matter expert's non-work time will not be compensated for nor considered time worked.

C. Confidentiality/Media Communication

Formal negotiations 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 _16th______ 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
MANAGEMENT RIGHTS

4.1 Except as modified by this Agreement, the College 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 College's functions, programs, organizational structure and use of technology;

B. Determine the College's budget and size of the College's workforce and the basis, including financial, for any temporary or permanent increases or reductions to the size of the College's workforce;

C. Direct and supervise employees;

D. Take all necessary actions to carry out the mission of the state and/or the College during emergencies;

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

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

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. Purchase services, subcontract work, and/or otherwise discontinue work functions performed by exempt staff;

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

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

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

L. Select, hire, assign, reassign, evaluate, retain, promote, demote, and transfer, employees;

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

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

O. Suspend, demote, reduce pay, discharge, and/or take other disciplinary actions as deemed necessary by the College; and

P. Determine the need for and the method of scheduling, assigning, authorizing and approving overtime for overtime-eligible employees.

4.2 The College has the right to exercise all of the above rights and the lawful rights, prerogatives and functions of management. The College'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 20th day of May, 2026.

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

ARTICLE 5
WORKPLACE BEHAVIOR

5.1 The College 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 College'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.

5.2 Inappropriate workplace behavior by employees, supervisors and/or managers will not be tolerated. If an employee and/or the employee's union representative believes the employee has been subjected to inappropriate workplace behavior, the employee and/or the employee's representative is encouraged to report this behavior to the employee's supervisor, a manager in the employee's chain of command and/or Human Resources Services. The College will investigate the reported behavior and take appropriate action if/as necessary. The employee and/or union representative will be notified upon conclusion of the investigation and may request a summary of the investigation.

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

5.4 Substantive aspects of this Article are not subject to the grievance procedure. ~~The~~ P~~p~~rocedural aspects of this Article are subject to Step 2 of the grievance 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 ___30th__ 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 6
HIRING AND APPOINTMENTS

6.1 Filling Positions

The College will determine when a position will be filled, the type of appointment to be used when filling the position, and the knowledge, skills, and abilities necessary to perform the duties of the specific position. The College shall determine whether a position will be filled on a full-time or part-time basis. Consideration will be limited to individuals who have the knowledge, skills, abilities, and qualifications required for the position. Positions will be posted for at least ten (10) calendar days.

6.2 Types of Exempt Positions

A. Regular or "Continuing" Exempt Positions

Regular or "continuing" exempt positions are positions that are established and funded on continuing twelve-month or a cyclic basis at either a full-time or part-time level by the College. The College shall determine if an appointment to a regular exempt position is made through an external competitive process, or an internal-only competitive process, or by waiver.

B. Temporary Exempt Position Appointments

Temporary exempt position appointments are appointments that are made to temporary positions for no more than a one-year period and are not expected to become regular "continuing" positions. Temporary positions are either full-time or part-time exempt positions funded on either a twelve-month or cyclic basis for a temporary period of up to one year. A temporary exempt position appointment may also be made to a regular exempt position which is temporarily open due to an incumbent's incapacity or unavailability.

C. Project Exempt Positions

Project exempt positions are positions that are full-time or part-time twelve month or cyclic exempt positions supported on a short-term basis with grant, contract and/or the College's reserve funds for the completion of a specific project. Exempt project positions will normally last only for as long as the funding is available but not beyond the duration of the project. Project positions and/or appointments may become regular appointments through an internal-only competitive process, an external competitive recruitment process or when an exception is made through the waiver process.

6.3 Recruitment of Candidates

The College will determine the type of recruitment and selection methods to be used when filling a position.

A. Open Competitive Recruitment

Appointment to a regular, temporary, or project exempt position vacancy through an open competitive recruitment process which includes targeted external outreach and advertising of the open exempt position, designed to recruit a diverse and qualified candidate pool for vacant exempt positions.

1. Opportunities for Bargaining Unit Applicants
The College recognizes the importance of creating and maintaining opportunities for career advancement for qualified bargaining unit

employees. When a bargaining unit position becomes available that the College intends to fill, the College will give priority consideration when evaluating applicants to qualified bargaining unit employees who have applied for the position. If there are qualified bargaining unit applicants for the position, the appointing authority will invite a minimum of three (3) to participate in the initial interviews. Upon written request to Human Resource Services, employees will be provided feedback if not hired for the position.

2. Opportunities for Eligible, Former Bargaining Unit Employees

Former Bargaining unit employees who are eligible will be given priority consideration and inclusion for purposes of internal applicant interviews, for a two-year period following the effective date of their eligibility. In order to receive priority consideration, the employee must notify Human Resources at the time of their eligibility of the desire to maintain priority consideration status. An employee who has given such notice, who applies for a vacant bargaining unit position within two years of eligibility, and who is qualified for the position, will be given priority consideration (along with any other qualified bargaining unit applicants).

B. Internal-Only Recruitment

Appointing authorities may request use of an internal-only recruitment process, in accordance with College policy.

C. Temporary Appointments or Assignments

A temporary appointment or assignment may be filled by appointment at the College's discretion, outside the Open or Internal-Only recruitment process. An

Appointing Authority with divisional Vice President, Chief or Dean approval, may request and the College may approve, pursuant to existing Exempt Staff Appointment Policy, extension of the temporary appointment for an additional six (6) months. Temporary positions and/or assignments may not become a regular "continuing" appointment except through an open recruitment process or by the waiver appointment process.

D. Waiver Appointment Process

Waiver appointments are made in accordance with College policy.

6.4 Appointment Requirements

In keeping with the College's Background Check policy, the Appointing Authority, President, and/or Vice President (or designee) who is authorizing the appointment is responsible for conducting any applicable reference and pre-employment background checks; and obtaining documentation of appointee's relevant qualifications, including transcripts, diplomas and credentials. It is the responsibility of the candidate/appointee to furnish requested documentation. Documentation will be retained in the Human Resource Services. In those cases where questions arise, the burden of proof concerning the validity of such documentation lies with the candidate/appointee; not the College.

Criminal system background checks required by either state law and/or college procedure will be conducted by the Human Resource Services office. The cost of background is the responsibility of the hiring department.

6.5 Probationary Period

The probationary period will be six (6) months of continuous employment from the date on which an employee starts employment in a regular exempt or project exempt position. The College may extend a probationary period beyond six (6) months, as long as the extension does not cause the total period to exceed twelve (12) months. If a probationary period is extended, a written explanation of the reason for the extension will be provided to the employee, with a copy to the employee's personnel file. If the extension is based on performance issues, the employee will receive a performance improvement plan.

The College may separate a probationary employee at any time during the probationary period (apart from any applicable return rights). The separation of a probationary employee will not be subject to the grievance procedure.

Agreed this __3rd_____ 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 8

TRAINING AND EMPLOYEE DEVELOPMENT

8.1 The College and the Union recognize the value and benefit of education and training designed to enhance employees' ability to perform job duties. Training and employee development opportunities will be provided to employees in accordance with College policies, available resources, and employee training needs.

8.2 Attendance at College-required training will be considered time worked. The College will make reasonable attempts to schedule College-required training during an employee's regular work shift. The College will pay the registration and associated travel costs in accordance with Article 24, Travel and Per Diem, for College-required training.

8.3 Collective Bargaining Agreement Training

A. The Union will provide training to employees covered under this Agreement. The Union may offer several training sessions related to this Agreement. E~~E~~mployees will be released with pay ~~on~~ for only one (1) occasion for up to two (2) hours to attend the training ~~related to this Agreement~~. The training will be considered time worked for employees who attend the training during their scheduled work shift. Employees who attend the training during non-work hours will not be compensated for training. The Union will notify Human Resource Services, in writing, at least fourteen (14) calendar days prior to the date and time for training related to this Agreement.

B. The Union will provide training to current union stewards within the bargaining unit. Union stewards will be released on one (1) occasion for up to four (4) hours to attend the training. The training will be considered time worked for union stewards who attend the training during their scheduled work shift. Union stewards who attend the training during non-work hours will not be compensated for training. The parties will agree on the date, time, number and names of stewards attending.

C. The College will provide training to managers and supervisors on this Agreement.

8.4 Conferences, Training or Professional Development Opportunities

Employees and supervisors will identify conferences, training and professional development opportunities that support the mission of the College, the employee's position and duties, and the professional development of the employee. If resources are available and business needs allow, identified opportunities may be distributed or posted and will be granted to employees. If resources have not been allocated to pay for such opportunities, employees will have the option of paying for the opportunities themselves and may be allowed to attend, provided such participation does not unreasonably interfere with business needs.

8.5 Educational Benefits

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

A. <u>Tuition Waiver</u>

1. <u>Space-Available Tuition Waiver</u>

The College 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) 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 College's employee 50% operating fee waiver policy.

B. Release Time

In addition to Article 8.5 A above, employees may be approved 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 or through the use of supervisor approved scheduled adjustments, in accordance with Article 7, Hours of Work.

8.6 Licensure and Certification

A. Conditions of Employment

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

B. Outside Entity Requirements

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

C. Employer Convenience

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

D. Licensure and/or Certification Expiration, Restriction, Revocation, and/or Suspension

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

Employees who fail to maintain required licensure and/or certification to perform the duties of their assigned position and/or to meet the qualifications or conditions of employment in order to perform the essential functions of their position may be subject to non-disciplinary separation.

8.7 New Employee Orientation and Access to New Employees

A. The College 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 with 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 College schedules a new employee orientation program, the Union's Council Representative and Chief Shop Steward will be given as much advance notice as possible of the date and time when an orientation is scheduled. The College will provide the Union's Council Representative and Chief Shop Steward with a list of confirmed attendees, including names and applicable WFSE CBA, in advance. A representative from the Union will be provided access to new employees during new employee orientation in accordance with Article 8.7 A above.

C. When the College provides a new employee orientation online, the College 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 College and the Union, the Union will be provided access to new employees in accordance with Article 8.7 A above.

8.8 Professional Associations

Employees may request enrollment in professional associations and participation in institutional memberships that benefit the College as well as the employee's professional development. In consultation with the employee, the College will provide one (1) approved professional association membership for each requesting employee.

Agreed this 22rd day of April, 2026.

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

ARTICLE 9
DUES DEDUCTION AND STATUS REPORTS

9.1 Union Dues

A. Upon receipt of the employee's written authorization, the College will deduct from the employee's salary, an amount equal to the dues required to be a member of the Union. The College 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 College of the percentage and maximum dues to be deducted from the employee's salary.

9.2 Notification to Employees

The College 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 College will furnish the employees with membership materials provided by the Union and a payroll deduction authorization form.~~ The College 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 College will furnish the employees with membership materials provided by the Union and a payroll deduction authorization form.

9.3 The College agrees to deduct an amount equal to the membership dues from the salary of employees who request such deduction in writing within thirty (30) days of the receipt of a properly completed request submitted to the appropriate payroll office. Such request will be made on a Union payroll deduction authorization card. The College will honor the terms and conditions of each employee's signed membership card.

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

9.5 Voluntary Deduction

A. <u>PEOPLE (Public Employees Organized to Promote Legislative Equality)</u>

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

1. Employee name;

2. Unique employee system identification number; and

3. Amount deducted

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

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

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

1. Employee name;

2. Unique employee system identification number;

3. Amount deducted; and

4. Deduction code.

9.6 Employee Status Reports

The College will provide the Union a list of all employees in the bargaining unit. The electronic list will be sent to WFSE headquarters no later than the 12th and 27th of the month following the payroll period from which it was deducted.

A. The College will report:

1. Employee name;

2. Permanent personal mailing address;

3. Personal cellular telephone number;

4. Personal home telephone number;

5. Work telephone number, if available;

6. Work email address;

7. Current personal email address;

8. Job title;

9. Unique employee system identification number;

10. Position number, if available;

11. College 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 unit, 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.

9.7 Indemnification

The Union agrees to indemnify and hold the College harmless from all claims, demands, suits or other forms of liability that arise against the College for compliance with this Article, any issues related to the deduction of dues, 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 College for any violation of employee privacy committed by the Union pursuant to this Article.

Agreed this 22nd day of April, 2026.

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

ARTICLE 13
VACATION LEAVE

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

13.2 Vacation Leave Accrual – Full-Time Employees

The parties agree to match the agreement reached at the State of Washington/OFM LRO 2027-2029 WFSE GG classified negotiations table for the increase in the maximum vacation leave accrual rate in this Section of the Article. For example, the current maximum vacation leave accrual rate is sixteen hours, 40 minutes (16.67) per each calendar month or two hundred (200) hours annually for full-time employees. If the parties at the 2027-2029 WFSE GG table settle on an 8 (eight) hour annual increase for full-time employees, then the full-time employees covered by this agreement would see an 8 (eight) hour annual increase in vacation leave.

Full-time employees will accrue sixteen hours, 40 minutes (16.67) of vacation leave per each calendar month of completed service.

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

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 a month when leave without pay 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.

13.3 Vacation Leave Accrual - Part-Time Employees

The parties agree to match the agreement reached at the State of Washington/OFM LRO 2027-2029 WFSE GG classified negotiations table for the increase in the maximum vacation leave accrual rate in this Section of the Article. For example, the current maximum vacation leave accrual rate for is four hours, 20 minutes (8.335) per each calendar month or one hundred (100) hours annually for half-time employees. If the parties at the 2027-2029 WFSE GG table settle on an 8 (eight) hour annual increase for full-time employees, then the half-time employees covered by this agreement would see a 4 (four) hour annual increase in vacation leave.

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.

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

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. Employees working less than a full-time schedule will not accrue vacation leave during a month when leave without pay exceeds the amount that is the same proportional basis that their appointment bears to a full-time appointment, nor will credit be given toward the rate of vacation leave accrual except during military leave without pay.

13.4 Vacation Scheduling for All Employees

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

B. Employees will submit requests for vacation leave in advance unless the use of leave was unanticipated, such as the use of vacation leave for unanticipated sick-leave purposes. Leave requests for unanticipated leave will be submitted by the employee no later than the first day upon returning to work.

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

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

E. An employee who lacks sufficient vacation leave to cover all time scheduled for vacation may not take the time off in excess of available accrued leave as leave without pay unless authorized by management in advance of the absence.

F. 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.

13.5 Family Care

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

13.6 Military Family Leave

Employees may use vacation leave for leave as required by the Military Family Leave Act, RCW 49.77 and in accordance with Section 18.13 of Article 18 Leave Without Pay.

13.7 Domestic Violence Leave

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

13.8 Health Emergency Labor Standards Act (HELSA)

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.

13.9 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 49.100.020.

13.10 Use of Vacation Leave for Sick Leave Purposes

The College may allow an employee who has used all of their sick leave to use vacation leave for sick leave purposes as provided in Section 14.2 A-J of Article 14–Sick Leave.

13.11 Emergency Childcare and Eldercare

Employees may use vacation leave for childcare and eldercare emergencies. Use of vacation leave and sick leave for emergency childcare is limited to a combined maximum of four (4) days per calendar year.

13.12 Vacation Cancellation

Should the College be required to cancel scheduled vacation leave because of an emergency or exceptional business needs, affected employees will be notified in writing of the reason(s) for the cancellation. 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 be reimbursed by the College.

13.13 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 College, and the employee is close to the vacation leave maximum, the College will grant an extension for each month that the College 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 their 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.

13.14 Separation

A. Unused vacation leave credits of any employee who resigns to accept employment with another state agency or institution, without a break in state service, will transfer with the employee to the new employer.

B. Any employee, who resigns with adequate notice and will have a break in service because they have not accepted employment with another state agency or institution, retires, is laid off, or is terminated by the College, will be entitled to be paid for vacation leave credits.

C. The estate of a deceased employee will be entitled to payment for vacation leave credits.

D. An 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.

E. A permanent or probationary employee who is on a unpaid holiday for reasons of faith and conscience on a work shift preceding a paid holiday, as designated in Article 12.1, will receive holiday pay for the designated holiday.

F. An employee's seniority date and probationary period will not be affected by leave without pay taken for a reason of faith or conscience.

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

Agreed this __15th____ day of ____September______________, 2026.

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

ARTICLE 14
SICK LEAVE

14.1 Sick Leave Accrual

The parties agree to match the agreement reached at the State of Washington/OFM LRO 2027-2029 WFSE GG classified negotiations table for any increase 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 for full-time employees or the appropriate proportion for part-time employees.

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 14.1 A, 14.1 B, and/or 14.1 C, will accrue sick leave at a ratio of one (1) hour of sick leave for every forty (40) hours worked.

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

14.2 Sick Leave Use

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

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

B. Care of family members as allowed under RCW 49.46.210 and as required by the Family Care Act, WAC 296-130. Family members includes biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a 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 child's spouse, or a child to who 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, 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 reasons do not include closure for inclement weather.

E. Childcare or eldercare emergencies. Use of sick leave and vacation leave for emergency childcare is limited to a combined maximum of four (4) days per calendar year.

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

G. Preventive health care appointments of family members, as defined in 14.2 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 18.13.

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

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

14.3 Use of Vacation Leave or Personal Holiday for Sick Leave Purposes

The College may allow an employee who has used all of their sick leave to use vacation leave or all of a personal holiday for sick leave purposes as provided in Subsection 14.2 A – ~~I~~J.

14.4 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.

14.5 Sick Leave Reporting, Certification and Verification

An employee must promptly notify their supervisor on their 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 coverage is necessary if the employee is absent, the supervisor may impose additional, reasonable notice requirements appropriate to the coverage need (excluding leave taken in accordance with the Domestic Violence Act). If the Supervisor has a reasonable basis to believe sick leave is being used for an improper purpose, the Supervisor may require a written medical certificate for any sick leave absence. 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. Employees may use accrued paid leave or leave without pay to pursue the requested certification or verification.

14.6 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 their previous calendar year sick leave balance below four hundred eighty (480) hours; and

C. The employee notifies the College's payroll office by January 31st that they would like to convert sick leave hours earned during the previous calendar year, minus any sick leave hours used during the previous year, to cash.

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

14.7 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 their compensable sick leave balance on a one (1) hour for four (4) hours basis. For the purposes of this Section, retirement will not include "vested out of service" employees who leave funds on deposit with the retirement system. At the time of retirement, the provisions of this section are subject to Article 34, Voluntary Employees' Beneficiary Associations (VEBAs).

14.8 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 Subsection 14.7.

14.9 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	Ron Heley
Laurel R. Uznanski, Negotiator	Ron Heley, Lead Negotiator

ARTICLE 15
SHARED LEAVE

15.1 Shared Leave

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

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

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

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

4. Is sick or temporarily disabled because of pregnancy;

5. ~~Has been~~Is 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

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 College'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.

~~3. "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.~~

4. "Immigration enforcement action" has the same meaning as RCW 41.04.665 and 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.

~~4.~~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.

~~5.~~6. "Pregnancy disability leave" means leave for pregnancy-related medical condition or miscarriage.

7. "Relative or household members" 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.

~~6.~~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.

~~7.~~9. "Severe" or "extraordinary" condition is defined as serious or extreme and/or life threatening.

~~8.~~10. “Sexual assault” has the same meaning as in RCW 70.125.030.

~~9.~~11. “Shortly deplete” is when an employee has forty (40) hours or less of vacation leave and forty (40) hours or less sick leave.

~~10.~~12. “Stalking” has the same meaning as in RCW 9A.46.110.

~~11.~~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.

~~12.~~14. “Victim” means a person against whom domestic violence, sexual assault, ~~or~~ stalking or hate crimes has been committed as defined in this Article.

15.2 Shared Leave Receipt

An employee may be eligible to receive shared leave if the College 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

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 crime, ~~or~~ 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 15.2 A.1, 15.2 A.5, and 15.2 A.8;

2. Vacation leave and paid military leave allowed under RCW 38.40.060 if the employee qualifies under Subsection 15.2 A.2~~.~~; or

3. Vacation leave or personal holiday if the employee qualifies under Subsections 15.2 A.3 or 15.2 A.4.~~; or~~

~~4. Personal holiday and compensatory time if the employee qualifies under Subsection 15.2 A.5.~~

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

1. Sick leave use if the employee qualifies under Subsections 15.2 A.1, 15.2 A.4, ~~and~~ 15.2 A.5, and 15.2 A.8; or

2. Military leave if the employee qualifies under Subsection 15.2 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 15.2 A.1.

15.3 Shared Leave Use

A. The College will determine the amount of leave, if any, that an employee may receive. However, the College 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 15.5 F below.

An employee will not receive more than five hundred twenty-two (522) days of shared leave during total state employment. The College 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 College will require the employee to submit, prior to approval or disapproval:

1. A medical certificate from a licensed physician or health care practitioner verifying the employee's required absence, the description of the medical problem, and expected date of return-to-work status for shared leave under Subsection 15.2 A.1;

2. Verification of child birth or placement of adoption or foster care, or of 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 15.2 A.5.

3. A copy of the military orders verifying the employee's required absence for shared leave under Subsection 15.2 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 Subsection 15.2 A.3.

C. The College 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 Subsection 15.2 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 College 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.

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 may not be used more than one (1) year of birth.

~~E.~~ F. The College 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 College, 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 College will respond in writing to shared leave requests within fourteen (14) calendar days of receipt of a properly completed request.

15.4 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 College 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 their 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 College 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 their sick leave balance to fall below one hundred seventy-six (176) hours after the transfer.

C. An employee may ~~to~~ 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.

15.5 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 15.2 A may retain and reserve up to forty (40) hours each 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 College's allocation of full-time equivalent staff positions.

F. Any shared leave not used by the recipient will be returned to the donor(s). Before returning unused leave:

1. The College 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 15.5 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 the employee 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 __22nd_____ 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 16
MISCELLANEOUS PAID LEAVES

16.1 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 14.2 B.

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

C. In addition to paid bereavement leave, sick leave may also be used for the death of a family member per Article 14, Sick Leave. The College may also approve the employee's request to use compensatory time, vacation leave, personal holiday, personal leave day, or leave without pay for the purposes of bereavement and in accordance with this Agreement.

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 College.

16.2 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.

16.3 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 their supervisor when notified of a jury summons and will cooperate in requesting a postponement of service if warranted by business demands. If an 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 report to work.

16.4 Personal Leave Day

Each employee will be entitled to select ~~two~~ three (~~2~~3) workdays as a personal leave day each fiscal year, in accordance with the following:

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

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

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

2. The number of employees choosing a specific day off allows the College to continue its work efficiently.

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

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

E. Upon request, an employee will be approved to use part or all of the employee's 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; 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.

16.5 Paid Professional Leave/Sabbaticals

Leave with pay may be granted for exempt employees to study, research, and engage in creative activities where the College believes the leave will enhance the College's instructional and research programs. Such leave will be granted in accordance with the provisions of RCW 28B.10.650.

16.6 Interviews

With prior notice, paid work time will be allowed for the purpose of interviewing for positions within state service, including positions at the College. If travel is required for an interview within state service, up to four (4) hours of paid work time will be allowed. Additional travel time will be granted through the use of paid leave, schedule adjustments, or leave-without pay.

16.7 Life-Giving Procedures and Blood and Plasma Donation

A. Life Giving 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, 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 platelets.

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

16.8 Witness/Subpoena

Employees will promptly inform the College 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 3.4, provided:

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

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

16.9 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.

16.10 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.

16.~~10~~ 11 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 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.

16.~~11~~12 The College will not be responsible for per diem or travel expenses 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, Negotiator	Ron Heley, Lead Negotiator

ARTICLE 18
LEAVE WITHOUT PAY

18.1 Leave without pay will be granted for the following reasons:

A. Family and Medical Leave (Article 17);

B. Compensable work-related injury or illness leave (Article 20);

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 (HELSA) leave; or

J. Leave for holidays for a reason of faith or conscience in accordance with Article 12.5.

18.2 Leave without pay may be granted for the following reasons. If leave without pay is denied, the supervisor will provide a written reason.~~:~~

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 Rights and Activities (Article 3);

G. Formal collective bargaining leave;

H. To accept a temporary position consistent with Article 6.2.B; or

I. As otherwise provided for in this Agreement.

18.3 Limitations

Excluding leave authorized under Article 18.2.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 17, Family and Medical Leave;

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

H. Leave to participate in union activities;

I. Volunteer firefighting leave;

J. Domestic violence leave;

K. Legislative service leave; or

L. Health Emergency Labor Standards Act (HELSA) leave.

18.4 Returning Employee Rights

Employees returning from authorized leave without pay will be employed in the same position provided the position is available or in another position as determined by the College provided another position is available and further provided that such reemployment does not conflict with any other article(s) in this Agreement. The employee and the College may enter into a written agreement regarding return rights prior to the commencement of the leave.

18.5 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.

18.6 Educational Leave

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

18.7 Child or Elder Care Emergencies

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

18.8 Cyclic Employment Leave

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

18.9 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.

18.10 Citizen Volunteer or Community Service Leave

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

18.11 Formal Collective Bargaining Leave

Leave without pay may be granted to participate in formal collective bargaining sessions.

18.12 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.

18.13 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 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, 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 College 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 26.60.030 will be on leave or of an impending call to active duty.

18.14 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 leave 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 crime will be granted leave without pay to help the victim obtain treatment or seek help. Family members for the purpose of domestic violence leave includes child, spouse or state registered domestic partner as defined by RCW 26.60.020 and 26.60.030, parent, parent-in-law, grandparent or a person the employee is dating. The College may require verification from the employee requesting leave.

18.15 Legislative Service Leave

In accordance with RCW 49.100.200, 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 all or part of the legislative service leave.

18.16 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.

18.17 Requests – Approval or Denial

Requests for leave without pay will be submitted in writing. The College will approve or deny leave without pay requests within fourteen (14) calendar days, when practicable. At the request of an employee, the reason(s) for the denial will be provided in writing.

Agreed this 5th day of June, 2026.

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

ARTICLE 19
SUSPENDED OPERATIONS

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

A. Unless directed by their Supervisor to report to the work site for which suspended operations has been declared, all employees are expected to work remotely or at a facility/location within a reasonable commute distance from the non-operational location during suspended operations events. Supervisors are responsible to ensure that remote work is available to employees.

B. Any employee 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.

C. The following leave options will be made available to any employee who is unavailable to work during suspended operations or if the work location remains fully operational but the employee is unable to report to work, must report to work late, is unable to remain at work due to severe inclement weather, or conditions caused by severe inclement weather or a natural disaster:

1. Accrued vacation leave, personal holiday, personal leave;

2. Accrued compensatory time (where applicable);

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

4. Leave without pay; or

5. Employee-requested schedule change as an opportunity to make up work time lost (as a result of suspended operations) within the same work week.

D. In addition, employees may use accrued sick leave for childcare or eldercare emergencies, if applicable, per Article 14.2 E.

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

F. 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.

19. 2 Overtime-Exempt Employees

Employees who are exempt from overtime provisions are covered by the provisions of the Fair Labor Standards Act, and therefore, if the college suspends operations or closes due to inclement weather for less than a full work week, the College must pay an overtime-exempt employee the full salary for any week in which the employee performs any work, without regard to the number of days or hours worked.

19.3 Overtime-Eligible Employees

A. Overtime-eligible employees will receive their regular rate of pay for time worked.

B. Any overtime worked during suspended operations will be compensated according to Article 7, Hours of Work and Overtime.

Agreed this __15th____ day of __September________________, 2026.

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

ARTICLE 23
SAFETY AND HEALTH

23.1 The College, employees and Union have responsibility for workplace safety and health.

A. The College 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, standards and policies established by the College.

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

D. The College and employees will contribute to a healthy workplace including not knowingly and unnecessarily exposing co-workers, students and the public to serious conditions that would jeopardize their health or the health of others. The College may suggest or encourage employees to use leave when employees self-report or display symptoms of serious contagious health conditions. Employees may discuss telework options with their supervisor.

23.2 Reporting Safety Issues

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 College 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.

23.3 Required Safety Devices and Personal Protective Equipment

The College will determine and provide the required safety devices, personal protective equipment and apparel, which employees will wear and/or use. The College will repair or replace employer provided safety items if out-of-date, or damaged/worn beyond usefulness in the normal course of business. The College 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.

23.4 Joint Safety Committee

Designated employee representatives covered by this agreement may participate on the College's Safety and Health Committee. The committee will consider workplace safety and health issues affecting employees. Employee participation in safety committee meetings held during the employee's work time will be considered time worked. Employees may request work schedule adjustments to participate. Any employee has the right to bring a workplace health and safety concerns to the safety committee. Recommendations will be forwarded to the appropriate appointing authority for review and action, as necessary.

23.5 Wellness

The College encourages employee wellness. The College will provide employees access to wellness facilities and resources consistent with other employee groups. ~~Employees covered under this Agreement may participate in the College's wellness activities that are developed each fiscal year by Human Resource Services in consultation with the Wellness Committee~~Wellness activities will be available to all employees. Employee-requested schedule changes may be granted for participation in wellness activities. In addition, the

College may offer employees wellness classes when it can do so at no cost or within available resources.

23.6 Ergonomic Assessments

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

23.7 Safety Training

The College, 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.

23.8 Vaccinations

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

23.9 Air Quality

Employees who feel their workplace is negatively impacted by air quality are encouraged to report their concerns. Employees and the College will work together to identify means to address such concerns in accordance with the College's air quality policy.

23.10 Fragrance and Odor-Free Workplace

In accordance with the College's Air Quality policy, the College will encourage all campus community members to refrain from using and/or wearing unnecessary fragrances and products that contain fragrances. In addition, employees who feel their workplace is negatively impacted by fragrances and/or odors are encouraged to report concerns. Employees and the College will work together to identify effective means to address such concerns.

Agreed this __15th___ day of ___September______________, 2026.

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

ARTICLE 25

COMMUTE TRIP REDUCTION, PARKING, AND TELEWORK

25.1 The College encourages but does 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 College and the community.

25.2 The College may provide commute trip reduction incentives within available resources.

25.3 Employees will be eligible to park in designated college parking areas in accordance with the College's policies. The College 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.

25.4 Any changes to parking rates will be done in accordance with WAC 174-116. Parking fund revenues will be used as set forth in WAC 174-116. Upon written request, the College will provide parking fund information to the Union.

25.5 The Union and the College recognize the value of telework. Requests to telework will be considered in accordance with the College's policy.

Agreed this _15th_____ day of ___September_______________, 2026.

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

ARTICLE 29
UNION-MANAGEMENT COMMITTEE

29.1 Union-Management Committee

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

29.2 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 will meet, discuss and exchange information on issues of a group nature rather than individual interest or concern and general interest to both parties. Individual grievances properly processed under the Grievance Procedure Article will not be discussed during the committee meetings.

A. <u>Composition</u>

The College and the Union will be responsible for the selection of their own representatives. The committee will consist of up to four (4) employer representatives and up to four (4) employee representatives. If agreed to by both parties, additional representatives may be present.

B. Participation

The Union will provide the College 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 the employees. The College will release employee representatives to attend pre-meetings and/or committee meetings if their absences do not cause an unreasonable disruption of work. Attendance at meetings during employees' non-work time will not be compensated for nor be considered time worked.

C. The Union is responsible for paying any travel or per diem expenses of employee representatives. Employee representatives may not use state/College vehicles to travel to and from union management committee meetings or pre-meetings unless approved by the College.

D. Meetings

Committee meetings will occur quarterly, unless mutually agreed otherwise. All committee meetings will be regularly scheduled on mutually agreeable dates and times. A written list and description of agenda items will be exchanged ~~seven~~ ten (~~7~~10) calendar days in advance of the meeting date. Additional agenda items may be added by mutual agreement. In the absence of any agenda items, the parties will forgo a scheduled meeting.

Each party may keep written records of the meetings, including listing the topics discussed and 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.

E. Scope of Authority

The committee will have no authority to conduct any negotiations or modify any provision of this Agreement. Nothing prohibits the parties from memorializing mutual understandings. The committee's activities and discussions will not be subject to the grievance procedure in Article 31, Grievance Procedure.

Agreed this 20th day of May, 2026

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

ARTICLE 30
CORRECTIVE ACTION, DISCIPLINE, AND DISCHARGE

30.1 The College will not discipline any employee covered by this Agreement without just cause. The College also has the authority to discharge an employee for legitimate performance reasons, without prior discipline.

30.2 Corrective action is not discipline and is focused on improving the employee's performance, attendance or conduct. Corrective opportunities for improvement of legitimate performance deficiencies may include, but are not limited to, coaching, counseling, and written notification regarding failure to meet expectations. Any such corrective actions will be identified as such, documented and placed in the supervisor's file with a copy to the employee, and are subject to removal from the supervisor's file consistent with Article 11.11. Corrective action may not be challenged through the grievance procedure.

30.3 Disciplinary actions include oral reprimands, written reprimands, suspensions and discharges.

A. Oral reprimands will be identified as discipline, documented and placed in the supervisor's file with a copy to the employee, and are subject to removal from the supervisor's file consistent with Article 11.11. Records of oral reprimands are not retained in the official personnel file, may only be processed through Step 2 of the grievance procedure, and thus cannot be arbitrated.

B. Written reprimands and records of suspensions and discharges will be provided to the employee with a copy to the official personnel file. Written reprimands and records of suspensions and discharges will be removed from the official personnel files consistent with Article 11.12.

30.4 The College has the authority to impose discipline, which is then subject to the grievance procedure set forth in Article 31, Grievance Procedure. Written reprimands, however, may be processed only through Step 2 of the grievance procedure. If a discharge for just cause or legitimate performance reasons or a suspension is grieved and not resolved at Step 2, the Union may advance the grievance to Step 3 of the grievance procedure.

30.5 When disciplining an employee, the College will make a reasonable effort to protect the privacy of the employee.

30.6 The College has the authority to determine the method for conducting investigations.

A. The College 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.

30.7 Investigatory Interviews

A. Upon request, an employee has the right to a union representative at an investigatory interview called by the College, if the employee reasonably believes discipline could result. If the requested representative is not reasonably available, the employee will select another union representative who is available. An employee seeking union representation is responsible for contacting their union representative.

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

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

30.9 Prior to imposing discipline or discharging an employee, except oral or written reprimands, the College 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 College, or in writing if the employee prefers. An employee may have a union representative present at a pre-disciplinary meeting. It is the employee's obligation to arrange for such representative to be present. A pre-disciplinary meeting with the College will be considered time worked.

30.10 The College will provide an employee with fifteen (15) calendar days' written notice prior to the effective date of a suspension of greater than seven (7) calendar days. Upon mutual agreement, the employee may begin the suspension period before the end of the notice period.

30.11 Title IX

In an effort to comply with Federal regulations the following Articles shall not apply to investigations, hearings, and decisions regarding formal Title IX complaints against employees: Article 30.4, Article 30.6, Article 30.7, Article 30.9, Article 30.10, and Article 31, in its entirety.

A. Title IX investigations, hearings, and decisions shall be conducted in accordance with, and subject to, applicable law and Evergreen policy.

B. The Union and the College further agree that either Party may request to open discussions regarding Article 30.11 if the Federal Title IX regulations change substantially.

Agreed this __15th____ day of ___September________________, 2026.

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

ARTICLE 31
GRIEVANCE PROCEDURE

31.1 The Union and the College 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 College 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.

31.2 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. 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. The grievance will state the name of the employee or the names of all employees when filing a group grievance. The Union, as exclusive representative, is the only representative of the employee in grievance matters and has the right in a grievance to designate the Union person who will represent the grievant(s) on behalf of the Union. All grievances and requests for arbitration must be submitted to the College's Human Resource Services office, by fax, hard copy, or electronic mail.

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 College 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(s) and section(s) of the Agreement allegedly violated;

5. The specific remedy requested;

6. The steps taken, if any, 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 College 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. Release Time

Release time will be provided to the grievant(s) and the union steward during a grievance meeting with the College representative in accordance with Article 3, Union Rights and Activities.

K. Group Grievances

No more than five (5) grievants will be permitted to attend a group grievance meeting.

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. Initiation Level

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.

31.3 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 but will not extend the twenty-eight (28) days unless otherwise mutually agreed to by the College and the Union in writing. The union steward or staff representative will indicate when a discussion with the College 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. This provision applies to non-disciplinary grievances and disciplinary grievances on suspensions or discharges.

C. Processing

The Union and the College agree that in-person meetings are preferred as part 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 with Human Resource Services, within the twenty-eight (28), day period prescribed in Subsection 31.3.A. The appropriate supervisor, manager, or designee will meet in person or confer by telephone with a union steward and/or union 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: Vice President or Designee

If the grievance is not resolved at Step 1, the Union may move the grievance to Step 2 by filing the written grievance, including a copy of the Step 1 decision, with Human Resource Services, within fourteen (14) days of the Union's receipt of the Step 1 decision. The Vice President or designee will meet in person or confer by telephone with a union steward or union 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: Arbitration

Should Step 2 fail to resolve the grievance, the Union may submit a written request to the College through Human Resources to arbitrate the grievance within thirty (30) calendar days after its receipt of the Vice President or designee's Step 2 response. The parties will select an arbitrator by mutual agreement or by alternately striking names supplied by the American Arbitration Association (AAA). It is the Union's responsibility to simultaneously submit a written request for arbitration to the AAA and request that the Parties be provided with the names of seven (7) qualified arbitrators from the Washington/Oregon/Idaho area. The party exercising the first strike shall be the winner of a flip of a coin.

31.4 Arbitrability

Challenges to the arbitrability of a grievance shall be resolved in a proceeding separate from and prior to arbitration on the merits of the grievance. Within fourteen (14) calendar days following receipt of an arbitrator's decision ruling that a challenged grievance is subject to arbitration, the parties will begin the process in Subsection 31.3(C) to select an arbitrator to rule on the merits of the grievance.

31.5 Arbitration

A. The arbitrator will:

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

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

3. not make any award that provides an employee with compensation greater than would have resulted had there been no violation of this agreement; and

4. not have the authority to order the College to modify staffing levels or to direct staff to work overtime.

B. Arbitration will take place in accord with the Labor Arbitration Rules of the AAA unless the parties agree otherwise in writing.

C. The arbitrator shall issue a written decision to the parties within thirty (30) calendar days after the close of the hearing(s) or the submission of post-hearing briefs, whichever is later. The decision of the arbitrator shall be final, conclusive, and binding on the College, the Union, and the employee(s), provided that the decision does not include action by the arbitrator beyond his or her jurisdiction, as specified in Subsection A, above.

D. Arbitration Costs.

1. The expenses and fees of the arbitrator and the cost (if any) of the hearing room will be shared equally between the Parties. If one party chooses to use a court reporter, the requesting party shall bear the costs associated with the court reporter. A copy will be provided to the arbitrator free of charge. The other party may obtain a copy of the court reporter's transcript by agreeing to share the cost of the court reporter at the time it makes the request for a copy of the transcript by paying half the costs incurred for that purpose.

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 cost of any mutually agreed postponement or cancellation will be shared equally by the parties.

3. Each party is responsible for the costs of its staff representatives, attorneys, and all other costs related to the development and presentation of its grievance.

31.6 Successor Clause

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

31.7 Title IX

In accordance with Article 30.11, this article, 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 Evergreen policy.

Should the Federal Title IX regulations change substantially, either party may request to open discussions regarding Article 31.7.

Agreed this _15th_____ day of ____September_______________, 2026.

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

ARTICLE 33
LAYOFF AND SENIORITY

33.1 Basis for Layoff

The College will determine the basis for, extent, and effective date of a layoff in accordance with the provisions of this Article. A layoff refers to the involuntary termination of employment because a regular position is eliminated for business-related reasons. In the event of a layoff, the President, reporting Vice-President and/or designee, in consultation with the Associate Vice President for Human Resource Services and/or designee, will determine the position(s) to be eliminated or subject to a furlough.

The basis for a layoff must be for business-related reasons and includes, but is not limited to, the following reasons:

1. Lack of work
2. Lack of funds
3. Organizational change

33.2 Seniority Rights

A. When there are multiple incumbents assigned to the same position group as a position to be eliminated, the layoff will be applied to the least senior employee(s) in the position group, after voluntary layoffs, if any, are applied. Appendix C to this Agreement identifies position groups for purposes of this Article. If new positions are added to the bargaining unit, the College will determine the placement of the new positions in a position group. If a position title is changed per Section 40.6 of Article 40 Compensation, the College will determine whether a change in position group is also warranted.

B. To exercise seniority rights, an employee must be in "good standing." Good standing means that within the one (1) year prior to a layoff, the employee has not received a disciplinary suspension. The written notice of suspension provided at the time of discipline will include notice of this impact on the employee's seniority rights.

C. The College may deviate from selecting the least senior employee in a position group only if the College can show that the performance of the least senior employee was substantially superior to the more senior employee, as reflected in the employees' performance evaluations completed at least six (6) months prior to the layoff. Any deviation exercised under this subsection is subject to the grievance procedure.

D. For purposes of this Article, seniority will be measured from an employee's initial date of hire into a regular, non-student position for the most recent period of unbroken service at the College. Probationary period employees are not vested with seniority credits until successfully completing the probationary period. Any ties in seniority shall be broken in the following order: (1) seniority within the position group; and (2) by lot.

E. Adjustments to Seniority

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,~~ 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 3, Union Rights and Activities;

8. Temporary employment with the Union in accordance with Article 3, Union Rights and Activities;

9. A temporary appointment with the College in accordance with Article 18.2 H;

10. Formal contract negotiations in accordance with RCW 41.56; and/or

11. Unpaid holidays for reason of Faith or Conscience, in accordance with Section 12.5 of Article 12, Holidays.

F. Regardless of sub-section 33.2 E 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.

G. Time spent on a temporary layoff or when an employee's work hours are reduced in accordance with Section 33.6 of Article 33, Layoff and Seniority, will not be deducted from the calculation of seniority.

~~G~~H. Employees who are separated from state service due to layoff and are reemployed from a layoff list or internal priority hiring consideration list will not be considered to have a break in service and the time employees are on these layoff lists will be treated as leave without pay.

~~H~~I. For the purposes of a layoff, 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 (1)(m).

~~I~~J. For employees who are separated due to disability and are reemployed within two (2) years, in accordance with Article 21, 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.

33.3 Seniority List

The College 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.

33.4 Layoff Position Groups (Appendix C)

The College will publish and annually update Appendix C, RIF Position Groups. A copy of the Appendix will be provided to the Union at the time it is published. In addition, the College will update Appendix C in accordance with Section 33.5 below, if appropriate.

33.5 Notice to the Union and Employee

When a position occupied by a member of the bargaining unit is subject to permanent layoff, the President, reporting Vice President, and/or designee, in consultation with the Associate Vice President for Human Resource Services and/or designee, will give written notice of the permanent layoff to the Union as soon as practical, but not less than thirty (30) calendar days' notice. Notice to the Union will include any changes to Appendix C, Layoff Position Groups, since it was last published, for any position(s) or position group(s) impacted by potential layoff.

The affected employee will be given written notice at least thirty (30) calendar days before the effective date of any layoff. The written notice will contain the following information:

1. Reasons or basis for the layoff,

2. When applicable, notice to the employee of the employee's right to revert to classified service as provided by RCW 41.06.070 and/or internal classified layoff list, and

3. When applicable, notice to the employee of any entitlement to request placement on the internal priority hiring consideration list, in accordance with Section 6.3 A.2, ~~(2) of Article 6~~ Hiring and Appointments.

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

The Union will be given an opportunity to meet with affected employees prior to implementation of the effective date of any layoff.

33.6 Voluntary Layoffs, Leave of Absence or Reduction in Hours

The President, reporting Vice President and/or designee, in consultation with the Associate Vice President for Human Resource Services and/or designee, may impose or authorize alternative actions when the College believes such actions are practical and can be taken without undue disruption to business operations. Such actions may include, but are not limited to, furloughs, reduced work schedules, and leave without pay; and hiring controls.

A. Employee Requests

To reduce the impact of a layoff, an employee may request a voluntary layoff, leave without pay, a reduction in compensation, reduction in hours of work, or movement to a funded, vacant exempt position for which the employee is qualified. If it is necessary to limit the number of employees who are on unpaid leave at the same time, the President, reporting Vice President, or designee, in consultation with the Associate Vice President for Human Resource Services and/or designee, will determine who will be granted a leave without pay and/or reduction in hours based upon business and staffing needs. The decision regarding whether to move an employee to a vacant exempt position is discretionary with the College.

B. Benefit Impact

When an employee is furloughed, subjected to a reduction in work schedule, or placed on leave without pay, the employee will not be entitled to be paid any leave balance when the action is due to financial exigency or financial emergency, as determined by the President. In such cases, entitlement to leave accrual and health care benefits during a temporary layoff may be addressed through a demand to bargain. When the action is for reasons other than financial exigency or financial emergency, upon the request of the employee, the employee will be paid for accrued vacation leave up to the equivalent of the employee's regular work schedule for the duration of the temporary layoff, and entitlement to leave accrual and health care benefits during the temporary layoff will be pursuant to existing benefit policies.

Employees will normally receive thirty (30) days' written notice prior to the effective date of an involuntary alternative to a permanent layoff.

33.7 Application

This Article will apply prospectively.

Agreed this __16th_____ 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 37
CHILDCARE CENTERS

37.1 The College and the Union recognize that family life has a significant impact upon employee's work lives. The College agrees to provide employees with access to the College'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.

37.2 The College will notify the Union as soon as possible of any changes in employee access to the College's existing childcare center(s).

Agreed this ___17th____ day of ____August_____________, 2026

The Evergreen State College	Washington Federation of State Employees
Laurel R. Uznanski	Ron Heley 8/17/26
Laurel R. Uznanski, Lead Negotiator	Ron Heley, Lead Negotiator

ARTICLE 38
EMPLOYEE LOUNGE FACILITIES

38.1 The College will designate employee lounge facilities apart from work areas. The lounge facilities will be maintained in a clean and safe manner.

38.2 Adequate lunchrooms, breakrooms, washrooms and toilet facilities will be provided and available for use by employees. All designated break rooms will include tables and chairs and will not normally be used for other purposes during normal business hours (8:00a.m. – 5:00p.m., Monday through Friday).

38.3 If requested by an employee, the College will endeavor to provide a storage area for personal items.

38.4 The College will provide private lactation rooms for use by employees.

Agreed this 20th day of May, 2026.

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

ARTICLE 40
COMPENSATION

40.1 Wage Increase

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

A. Effective July 1, ~~2025~~2027, each employee will continue to be assigned to the same salary level and step of the Student Support Services Staff Union Exempt Salary Structure that they were assigned on June 30, ~~2025~~2027.

B. Effective July 1, ~~2025~~2027, all salary levels/ranges of the Student Support Services Staff Union Exempt Salary Structure in effect on June 30, ~~2025~~2027, will be increased by ~~three~~ XX percent (~~3.0~~XX.XX%) as shown in Appendix A.

C. Effective July 1, ~~2026~~2028, all salary levels/ranges of the Student Support Services Staff Union Exempt Salary Structure in effect on June 30, ~~2026~~2028, will be increased by ~~two~~ XX percent (~~2.0~~XX.XX%) as shown in Appendix B.

40.2 Establishing Salaries for New Employees

The College may make starting (hiring) pay offers up to the midpoint of a salary level/range, giving consideration to the salary levels of current employees in substantially similar positions. A divisional vice president or executive may authorize a new hire pay rate above the salary level midpoint (not to exceed the 65th percentile) in the circumstances authorized in the Exempt Staff Compensation Plan (*e.g.,* competitive market conditions, availability of qualified candidates, exceptional/specialized candidate qualification, rehire of former permanent employee within one year of leaving, or a candidate employed in same or substantially similar position classification with another Washington State agency or institution of higher education).

40.3 Pay for Employees Moving from Temporary to Permanent Status

The College's appointing authority may increase pay when employees move from temporary to permanent status in the same position. When employees move from temporary to permanent status in a different position, the appointing authority will establish pay in the position based on the Salary Level/Range assigned to that permanent position.

40.4 Part-Time Employment.

Monthly compensation for part-time employment will be pro-rated based on the percentage FTE as compared to full-time employment.

40.5 Pay for Performing the Duties of a Position Assigned to a Higher Salary Level

Employees who are temporarily assigned for a period of more than fifteen (15) calendar days the duties and responsibilities of a position that has been assigned a higher salary will be notified in writing and will be paid at the step in the range for that position that is nearest to five percent (5.0%) up to nearest to ten percent (10.0%) higher than the employee's current salary depending upon the scope of duties and responsibilities assumed, with higher percentages being appropriate for assignments of the full scope of duties and responsibilities. The increase will become effective on the first day the employee performs the duties and responsibilities of the higher salary position.

40.6 Requests for Salary Increases or Title Change

An employee or the employee's manager can request a change of salary and/or title for the employee's position if one or both believes the employee is performing the duties of a higher level position or that a different title is appropriate. Such requests may be made according to the procedures set forth in the College's Exempt Compensation Plan.

Requests will be evaluated by the College based on considerations set forth in the Plan, an evaluation of supporting evidence, and considerations such as the availability of resources, the potential impact on client services, and internal alignment with other positions. A determination will generally be made within sixty (60) days of receipt, unless the number of requests make that impractical, in which case Human Resource Services will notify the employee of the expected timeline for determination. If the requested assignment is denied, the notification will include an explanation of the information used to reach and basis for the conclusion.

40.7 Salary Overpayment Recovery

A. When the College has determined that an employee has been overpaid wages, the College will provide written notice, via certified mail, to the employee that will include the following items:

1. The amount of the overpayment

2. The basis for the claim; and

3. The rights of the employee under the terms of this Agreement.

B. Method of Payback

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

1. Voluntary wage deduction;

2. Cash; or

3. Check.

C. 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 College 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 College and employee can agree to an amount that is more than the five percent (5.0%).

D. If the employee fails to choose one (1) of the three (3) options described above within the timeframe specified in the College's written notice of overpayment, the College 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.

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

F. Appeal Rights

Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 31, Grievance Procedure of this Agreement.

40.8 Dependent Care Salary Reduction Plan

The College 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.

40.9 Pretax Health Care Premiums

The College 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.

40.10 Medical/Dental Expense Account

The College 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.

40.11 Voluntary Separation Incentives – Voluntary Retirement Incentives

The College 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 operating budget. Program incentives or offering of such incentives are not subject to the grievance procedure.

40.12 Resident Director Meal Plan

Because of the nature of their work, and to facilitate their active participation in developing community among College residents, the Resident Directors are required to reside on campus and to participate in a meal plan. Each academic quarter Resident Directors will be provided the "RAD Reward Plan" (a meal plan which contains a combination of declining balance and block meals that rolls over at the end of each quarter until the end of the academic year). In the event the RAD Reward Plan is no longer available, the College may implement a substantially equivalent plan.

Agreed this _16th____ day of ___September_______________, 2026.

The Evergreen State College	Washington Federation of State Employees
Laurel R. Uznanski	_Ron Heley_________________
Laurel R. Uznanski, 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 41
HEALTH CARE BENEFITS AMOUNT

41.1 ~~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.~~

~~**41.2** 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.~~

~~**41.3 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.~~

~~**41.4** The PEBB Program shall provide information on the Employer Sponsored Insurance Premium Payment Program on its website and in an open enrollment publication annually.~~

~~**41.5 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 __29th_ 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 42
STRIKES

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

Agreed this __15th____ day of __September________________, 2026.

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

ARTICLE 43
DISTRIBUTION OF AGREEMENT

43.1 The College will post the Agreement electronically on the College's website, which will ensure that employees will have electronic access to the Agreement. The College will provide a copy to the Union in an ADA compliant electronic format (Word document). ~~The Union will be responsible for the printing and distribution of the Agreement to shop stewards.~~

43.2 Employees with disabilities may request an accessible copy of this Agreement. The College and the Union will equally share the expense of producing such copies, if requested.

43.3 The College 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 a need.

Agreed this ___22nd__ 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
TERM OF AGREEMENT

46.1 Upon ratification by WFSE, the Agreement will be submitted to the Board of Trustees for approval. The Agreement will take effect on July 1, ~~2025~~2027, after ratification by WFSE and the Board of Trustees and will remain in full force and effect through June 30, ~~2027~~2029; however, in accordance with RCW 41.56.123, if this Agreement expires while negotiations between the Union and the College 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 apart from any provision in the collective bargaining agreement with a separate and specific termination date. Thereafter, the College may unilaterally implement according to law.

46.2 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 22nd day of April, 2026.

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

The Parties agree to preserve the current 2025-2027 Student Support Services Staff Union (SSSSU) collective bargaining agreement language (i.e., maintaining "status quo") for the following Articles. This "status quo" language will be included in the 2027-2029 SSSSU collective bargaining agreement.

Preamble

Article 1 – Union Recognition

Article 7 – Hours of Work and Overtime (with 'housekeeping change' in Section 7.2 G – replace 'his or her' and with 'their' designee; 'housekeeping change' in Section 7.4 C – delete 's' and change to 'Grievance Procedure'; and 'housekeeping change' in Section 7.9 D.2 – change from 7.8 D.1 to '7.9 D.1'

Article 10 – Performance Evaluation (with 'housekeeping change' in Section 10.5 – delete 's' and change to 'Grievance Procedure')

Article 11 – Employee Files

Article 12 – Holidays

Article 17 – FMLA (with 'housekeeping change' in Section 17.3 – Public Employees Benefits Board)

Article 20 – Compensable Work-Related Injury or Illness

Article 21 – Reasonable Accommodation and Disability Separation (with 'housekeeping change' in Section 21.5 – add missing word – "The College can require an employee to obtain a medical examination, at the College's expense, from a licensed …"

Article 22 – Drug and Alcohol-Free Workplace (with 'housekeeping change' in Title and throughout article - add '-'; with 'housekeeping change' in Section 22.8 – replace 'Program' with 'policy')

Article 24 – Travel and Per Diem

Article 26 – Resignation and Abandonment

Article 27 – Privacy and Off-Duty Conduct

Article 28 – Mandatory Subjects

Article 32 – Shared Services

Article 34 – Voluntary Employee's Beneficiary Associations (VEBAs)

Article 35 – Legal Defense

Article 36 – Employee Assistance

Article 39 – Volunteers and Student Workers

Article 44 – Entire Agreement

Article 45 – Savings Clause

Agreed this 22nd **day of** April**, 2026.**

The Evergreen State College	**Washington Federation of State Employees**
______________________	______________________
Laurel R. Uznanski, 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

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, STUDENT SUPPORT SERVICES STAFF UNION (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.

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

Memorandum of Understanding (MOU)
Between
Washington Federation of State Employees (WFSE)
And
The Evergreen State College (TESC)

<u>Wage Reopener</u>

The parties agree to reopen Article 40.1 C of the 2027-2029 WFSE Student Support Services Staff Union 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 Classified Bargaining Unit 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 provision of Article 40 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, and is subject to the Governor putting the request for funds in his requested budget for fiscal year 2029, and to 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
Laurel R. Uznanski	Ron Heley
Laurel R. Uznanski, Lead Negotiator	Ron Heley, Lead Negotiator