

**COLLECTIVE BARGAINING**

**AGREEMENT BY AND BETWEEN**

**American Federation of State, County and Municipal  
Employees/Washington Federation of State Employees**

**and**

**The American Friends Service Committee**

**October 1, 2015 to September 30, 2018**

## TABLE OF CONTENTS

ARTICLE 1 RECOGNITION .....	1
Section 1 Recognition Clause .....	1
Section 2 Probationary Period .....	1
Section 3 Specific Term Employees.....	2
Section 4 Temporary Personnel.....	3
Section 5 Volunteers.....	4
Section 6 Independent Contractors.....	4
Section 7 Miscellaneous Non-Bargaining Unit Workers .....	4
Section 8 Use of Specific Term Employees and Non-Bargaining Unit Workers.....	4
Section 9 Displacement of Non-Bargaining Unit Workers .....	5
ARTICLE 2 NON-DISCRIMINATION.....	5
Section 1 Non-Discrimination Policy.....	5
Section 2 Sexual Harassment .....	5
Section 3 Affirmative Action Plan.....	5
ARTICLE 3 UNION SECURITY .....	5
Section 1 Union Security .....	5
Section 2 Union Dues .....	6
Section 3 Service Fee .....	6
Section 4 Definitions.....	6
Section 5 Conscientious/Religious Objector Option .....	6
Section 6 Union Demand to Discharge .....	7
ARTICLE 4 CHECK-OFF .....	7
Section 1 Check-Off Authorization .....	7
Section 2 Insufficient Paycheck for Check-Off .....	7
Section 3 Form of Authorization .....	8
Section 4 Notification of Changes .....	8
Section 5 Indemnification.....	8
ARTICLE 5 COMMITTEES .....	8
Section 1 Introduction .....	8
Section 2 Agendas of Committees .....	8
Section 3 Executive Sessions .....	8
Section 4 Budget and Priorities Processes.....	9
Section 5 Definition of Consultation .....	9
Section 6 Search Committees .....	9
Section 7 Effect on Other Articles .....	9
ARTICLE 6 MANAGEMENT RIGHTS .....	9
Section 1 Management Rights Retained .....	9
Section 2 Illustrations of Management Rights.....	10
Section 3 No Waiver Provision .....	10
ARTICLE 7 MAINTENANCE OF BENEFITS .....	11
ARTICLE 8 UNION ACTIVITY .....	11
Section 1 Designation of Stewards .....	11
Section 2 Use of AFSC Time for Union Activity .....	11
Section 3 Admission to Premises of Non-Employee Union Representative(s) .....	12
Section 4 Union Bulletin Board .....	12
Section 5 Use of AFSC Equipment and Facilities .....	12
ARTICLE 9 ACCESS TO INFORMATION/PERSONNEL FILES.....	13

Section 1	Information to Union at Time of Hire .....	13
Section 2	Information to Union at Time of Separation .....	13
Section 3	Employee Rights to Review Personnel File .....	13
Section 4	Employee Rights to Place Documents In Personnel File.....	14
Section 5	Employee Rights to Receive Documents In Personnel File .....	14
Section 6	References .....	14
Section 7	Job Descriptions.....	14
ARTICLE 10	SENIORITY.....	14
Section 1	Definition of Seniority .....	14
Section 2	Termination of Seniority.....	15
Section 3	Seniority List .....	15
Section 4	Longevity Recognition.....	15
Section 5	Position Vacancy .....	15
Section 6	AFSC's Retention of All Hiring Rights.....	16
Section 7	Vesting of Transfer Ability .....	16
Section 8	Voiding and Probationary Periods of Transfers.....	16
ARTICLE 11	WORK FORCE REDUCTION .....	17
Section 1	Consultation with the Union.....	17
Section 2	Order of Lay-Offs .....	17
Section 3	Severance and Benefits after Lay-Offs .....	18
Section 4	Rehire Rights.....	18
ARTICLE 12	GRIEVANCE, MEDIATION AND ARBITRATION PROCEDURE .....	19
Section 1	Definition of Grievance.....	19
Section 2	Grievance Procedure.....	19
Section 3	Authority of Arbitrator .....	22
Section 4	Information Rights of the Union .....	22
Section 5	Expedited Procedures for Discharges .....	22
Section 6	Sharing of Fees.....	22
Section 7	Time Limitations .....	23
ARTICLE 13	NO LOCKOUT - NO STRIKE.....	23
ARTICLE 14	HOURS OF WORK AND OVERTIME .....	23
Section 1	Adjusted Work Schedule .....	23
Section 2	Work Week.....	24
Section 3	Overtime for Non-Exempt Employees .....	24
Section 4	Computation of Overtime .....	24
Section 5	Additional Work Hours .....	24
Section 6	Compensatory Time .....	24
ARTICLE 15	REMUNERATION.....	25
Section 1	Assignment of Position Titles .....	25
Section 2	Salary Bands .....	25
Section 3	Remuneration Level.....	26
Section 4	Remuneration Increases .....	26
Section 5	Tilting & Negotiations In Event Of Shortfall.....	26
Section 6	"Me Too" Clause.....	26
Section 7	Performing Work With Higher Level of Responsibility .....	26
ARTICLE 16	MEDICAL, DENTAL, WELFARE & DISABILITY INSURANCE .....	28
Section 1	Medical and Dental Insurance .....	28
Section 2	Life Insurance.....	29
Section 3	Accident Insurance.....	29
Section 4	Short Term Disability.....	29
Section 5	Long Term Disability.....	30
Section 6	Right to Return to Original Position after Disability Period.....	30

Section 7	Commencement of Coverage of Insurance .....	31
Section 8	AFSC's Obligations under this Article .....	31
Section 9	Confidentiality of Medical Information .....	31
ARTICLE 17	DEPENDENT CARE .....	31
ARTICLE 18	PENSION PLAN .....	32
Section 1	Pension .....	32
Section 2	Medical Insurance for Certain Retirees .....	32
Section 3	Death Benefit .....	32
Section 4	403(b) Plan .....	32
ARTICLE 19	STAFF DEVELOPMENT/TRAINING REIMBURSEMENT .....	33
Section 1	Staff Development Benefit .....	33
Section 2	AFSC Required Training .....	33
ARTICLE 20	TIME OFF WITH PAY .....	33
Section 1	Holidays .....	33
Section 2	Vacation Leave .....	35
Section 3	Sick Leave .....	36
Section 4	Personal Leave .....	37
Section 5	Leave Bank .....	38
Section 6	Participation in Approved Outside Activities .....	39
Section 7	Donation of Leave .....	39
Section 8	Bereavement Leave .....	39
ARTICLE 21	JURY DUTY .....	39
Section 1	Jury Duty Leave .....	39
ARTICLE 22	EXTENDED AND SABBATICAL LEAVE .....	40
Section 1	Extended Leave .....	40
Section 2	Sabbatical Leave .....	40
ARTICLE 23	TIME OFF WITHOUT PAY .....	41
Section 1	Voluntary Leave without Pay .....	41
Section 2	Formal Leave of Absence .....	42
Section 3	Procedure to Request Time Off without Pay .....	42
Section 4	Family and Medical Leave .....	42
ARTICLE 24	PERFORMANCE EVALUATIONS .....	44
Section 1	Purposes of Performance Evaluations .....	44
Section 2	Timing of Evaluations .....	44
Section 3	Job Descriptions .....	45
ARTICLE 25	INFORMAL MEDIATION .....	46
Section 1	Request for Informal Mediation .....	46
Section 2	Confidentiality .....	46
ARTICLE 26	DISCIPLINE & DISCHARGE .....	46
Section 1	Progressive Discipline .....	46
Section 2	Just Cause Provision .....	47
Section 3	Warnings .....	47
Section 4	Close Supervision .....	47
Section 5	Process of Discharging an Employee .....	48
Section 6	Records of Discipline .....	48
Section 7	Notice .....	49
Section 8	Authorization for Suspension without Pay Pending Investigation .....	49
ARTICLE 27	WORK RULES .....	49
Section 1	AFSC's Ability to Make or Change Work Rules .....	49
Section 2	Dissemination of Work Rules .....	49
Section 3	Procedure for New or Changed Rules .....	50
ARTICLE 28	SAFETY AND HEALTH .....	50

Section 1	Safe and Healthy Work Place .....	50
Section 2	Complaint Procedure .....	50
ARTICLE 29	MISCELLANEOUS .....	50
Section 1	Separability Provision .....	50
Section 2	Headings for Reference Only.....	50
ARTICLE 30	DURATION .....	51
Section 1	Duration and Termination Provision .....	51
Section 2	Effect of Failure to Reach Agreement by Termination Date .....	51

## **ARTICLE 1 RECOGNITION**

### Section 1 Recognition Clause

The American Friends Service Committee at its offices in Alaska, Idaho, Montana, Oregon, Washington, and Wyoming (hereafter referred to as "AFSC") recognizes the American Federation of State, County, and Municipal Employees/Washington Federation of State Employees (hereafter the "Union") as the exclusive bargaining representative of all full and regular part-time employees who work within AFSC, excluding all other employees including fund-raisers, confidential employees and supervisors within the meaning of the National Labor Relations Act, as amended. For purposes of this Agreement, the individuals employed within the bargaining unit described herein shall be referred to as Employees.

- A. In the event that new classifications appropriate to the bargaining unit are established in the AFSC, they will be added to the AFSCME/WFSE bargaining unit.
- B. In the event the Employer opens additional facilities or locations of business in Alaska, Idaho, Montana, Oregon, Washington, and/or Wyoming the AFSC agrees to voluntarily recognize AFSCME/WFSE as the exclusive bargaining unit for classifications appropriate to the bargaining unit.

### Section 2 Probationary Period

#### A. Duration

An Employee who has never accrued seniority under this Agreement or predecessor Agreements between the AFSC and the Union, or an Employee hired after termination of seniority, shall be in a "probationary status" until s/he has completed three (3) months of actual work. In addition, the AFSC, at its sole option, may extend the probationary period for an additional three (3) months. If an employee's probationary period is extended, AFSC will give written notification to the Union and the employee. However, the repeated exercising of this right shall not result in probationary periods, *de facto*, being six (6) months.

#### B. Performance Evaluation

AFSC shall give an Employee a written evaluation of her/his performance three (3) months after the beginning of her/his probationary period.

#### C. Applicability of Grievance Procedure

The evaluation, discipline, separation or extension of the probationary period of a new Employee, or an Employee who was previously terminated for cause and who is in probationary status, shall not be subject to the grievance, mediation or arbitration procedures set forth in Article 12 (Grievance, Mediation and Arbitration) of this Agreement (hereinafter "Grievance Procedure"). The evaluation, discipline or separation of an Employee who has returned to AFSC after termination, except for termination for cause, shall be subject to the Grievance Procedure unless such

evaluation, discipline or separation is because the Employee could not perform the essential functions of the position.

D. Separation during Probationary Period

When a probationary Employee is separated by AFSC, such Employee shall have the right to request that a shop steward be present as a witness. Further, the Employee shall receive a written notice stating the reasons for the separation.

Section 3 Specific Term Employees

A. Definition

The classification of Specific Term Employee is intended for those situations in which either the work undertaken is time-limited and the intention is not to carry the work forward following the completion of the project, or a regular position is being filled by the Specific Term Employee on an longer term, interim basis..

1. Time-Limited Projects and Interim Employment

Specific Term Employees are persons hired by the AFSC for an assignment with an expected ending date which is six (6) months or more after the hiring date, but no more than twenty-four (24) months

2. New Positions: Recruitment Requirement

In those situations in which the Specific Term assignment represents a new position, recruitment appropriate to the assignment will be carried out, meeting minimally the expectations laid out in Article 10 (Seniority), Section 5.

B. Extensions of Employment

Extensions of employment within the same assignment beyond the twenty-four (24) month limit shall be made for a Specific Term Employee only with the written agreement of the Union, but such agreement shall not be unreasonably denied.

C. Appointment Letters

The AFSC Human Resources and Inclusion Department shall provide copies of all appointment letters of Specific Term Employees to the Union.

D. Inclusion in the Bargaining Unit

Except as provided in this Section 3 (D) and in Section 3 (E) below, Specific Term Employees are included in the bargaining unit and shall be covered by all of the terms and conditions, including benefits, of this Agreement. The severing of the employment of a Specific Term Employee at the end of her/his appointment, but only at such time, shall not be subject to the Grievance Procedure.

E. Severance

A Specific Term Employee completing an assignment of twenty-four (24) months or less shall not receive severance benefits under Article 11 (Work Force Reduction), Section 3 (A) (1).

F. New Assignment

A Specific Term Employee shall be eligible for a new assignment five (5) working days after the severing of the employment relationship from a prior appointment.

Section 4 Temporary Personnel

A. Definition

Temporary Personnel are persons hired by the AFSC for an assignment with an expected ending date, which is less than six (6) months after the hiring date. The classification of Temporary Personnel is intended for situations such as vacations, daily absenteeism, shorter-term absence due to illness or injury, leaves of absence, interim replacement pending a hire, temporary increases in the volume of work, shorter term special projects.

B. Extensions of Employment

Temporary employees may have their employment (within the same temporary assignment) extended beyond the six (6) month limit, provided that the AFSC requests such an extension in writing, explaining the reasons for and duration of the proposed extension. The Union's agreement to waive such time limit shall not be unreasonably withheld. The AFSC agrees that it shall not use this right to avoid the creation of a position that would otherwise be a bargaining unit position.

The AFSC shall be permitted to employ the same Temporary Employee in a maximum of two (2) consecutive temporary assignments. A Temporary employee who serves beyond two (2) consecutive temporary assignments shall be automatically considered a Specific Term Employee as defined in Article 1, Section 3 of this agreement if the third assignment is six (6) months or more. Consecutive assignments shall be considered broken after a six (6) month break in service.

C. Bargaining Unit

Temporary Personnel are not included in the bargaining unit.

D. New Assignment

Temporary Personnel shall be eligible for a new assignment fifteen (15) working days after the severing of the employment relationship from a prior appointment, and the AFSC shall be permitted to utilize the same person in a maximum of three (3) subsequent temporary positions. However, the AFSC shall not use this right to evade creating what should be a bargaining unit position.



Section 5     Volunteers

"Volunteers" are persons assisting the AFSC who are not paid for the services they render but who may receive reimbursements for expenses. Volunteers are not employees included in the bargaining unit.

Section 6     Independent Contractors

"Independent Contractors" are persons contracted to perform services for payment consistent with IRS regulations concerning independent contractors. Independent Contractors are not employees included in the bargaining unit.

Section 7     Miscellaneous Non-Bargaining Unit Workers

The parties agree that there are other miscellaneous non-bargaining unit individuals such as work-study students and stipend workers. These are individuals who are performing services at the AFSC as an integral part of their formal and structured education. These individuals are not included in the bargaining unit.

Section 8     Use of Specific Term Employees and Non-Bargaining Unit Workers

Nothing in this Agreement shall be construed as limiting the AFSC's ability, at its option, to utilize Specific Term Employees, or Temporary Personnel, volunteers, independent contractors or other miscellaneous non-bargaining unit workers (hereinafter "Non-Bargaining Unit Workers"). However:

- A. The use of Specific Term Employees or Non-Bargaining Unit Workers shall not directly result in the displacement or replacement of an active Employee. Temporary Personnel may be used, however, during a search process for an Employee, or to fill in temporarily for an Employee who is absent, as set forth in Section 4 (A) of this Article 1. In addition, if an Employee is terminated, laid off, has resigned or retired, a volunteer may be utilized on a temporary basis to perform some or all of the functions of the position formerly held by the Employee.
- B. When a bargaining unit Employee is laid-off, Specific Term Employees or Non-Bargaining Unit Workers, but not volunteers, shall not be used to fill the bargaining unit position. If the bargaining unit position of a laid-off Employee becomes available again as a paid position, Section 4 (A) of Article 11 (Work Force Reduction) shall apply.
  - (1) If this Article otherwise permits AFSC to employ/utilize Non-Bargaining Unit Workers to perform administrative/support functions, the AFSC shall not employ/utilize other individuals as Non-Bargaining Unit Workers if a bargaining unit Employee is laid-off and s/he is qualified to perform the essential functions of the position and wants to work in the non-bargaining unit position. In that circumstance, the AFSC will employ/utilize the bargaining unit Employee in the non-bargaining unit position. Qualification shall be determined through the Employees' abilities, competency through training, knowledge, skill, efficiency, and prior employment record.

Section 9 Displacement of Non-Bargaining Unit Workers

Nothing in this Agreement shall be construed as permitting or enabling an Employee to displace temporary, volunteers, independent contractors or other miscellaneous Non-Bargaining Unit Workers unless a grievance that questions the correct use of persons in the listed categories is sustained.

**ARTICLE 2  
NON-DISCRIMINATION**

Section 1 Non-Discrimination Policy

All terms and conditions of employment shall be applied equally to all Employees without discrimination as to age, sex, race, color, creed, religion, national origin, marital status, parental status, citizenship or non-citizenship status, mental or physical disability when the Employee is able to perform the essential functions of a position with reasonable accommodation if needed, veteran status, sexual orientation, gender status or union activity. Notwithstanding the above, decisions made pursuant to the AFSC's formal Affirmative Action Plan shall be permissible. Further, consistent with Article 6 (Management Rights), program and budget decisions will not be subject to the Grievance Procedure.

Section 2 Sexual Harassment

The AFSC and the Union agree that sexual harassment is a form of unlawful sex discrimination, and the parties mutually agree that no Employee should be subjected to such harassment. The AFSC shall promulgate and maintain a policy statement designed to prevent sexual harassment.

Section 3 Affirmative Action Plan

Both parties endorse the AFSC's formal Affirmative Action Plan, a purpose of which, among other purposes, is to ensure representation, within the meaning of the Plan, throughout the staff of third world persons, women, bisexuals, lesbians, gay persons and persons with disabilities who are able to perform the essential functions of a position with reasonable accommodation, if needed. The parties agree that the provisions of that Plan are not subject to negotiation and are not subject to the Grievance Procedure. However, those provisions may be discussed in the Joint Council and brought for consideration to the appropriate AFSC committee in accordance with Article 5 (Joint Council and Staff Participation in AFSC Committees).

**ARTICLE 3  
UNION SECURITY**

Section 1 Union Security

Each Employee who is a member of the Union in good standing on the date this Agreement becomes effective and each Employee who thereafter becomes a member of the Union shall, as a condition of employment, continue her/his membership in the Union during the term of

this Agreement. As a condition of employment, within thirty (30) days of hire, each Employee hired after the signing of this Agreement shall either:

- A. Acquire membership in the Union and comply with Section 2 below or
- B. Tender to the Union a service fee and comply with Section 3 below.

Notwithstanding the above and the requirements of Sections 2 and 3 below, at any time an Employee who, because of conscientiously and sincerely-held moral, ethical, or religious beliefs, held with the strength of traditional religious convictions, objects to becoming or remaining, or is unable to become or remain a member, the Employee may refuse to join or may resign membership in the Union. Prior to taking such a step, the Employee shall present to the AFSC and the Union a signed statement explaining her/his sincerely-held conscientious beliefs consistent with the form set forth in Section 5 (B) below. After refusal to join or resignation, the Employee shall comply with either Section 3 or Section 5 below.

#### Section 2 Union Dues

Any Employee who is a member of the Union at any time during the life of this Agreement shall, for each calendar month of employment, tender to the Union an amount of money equal to the monthly dues charged by the Union. Any Employee who becomes a member of the Union after the effective date of this Agreement shall also tender to the Union, within thirty (30) days of becoming a Union member, the regular initiation fee charged by the Union.

#### Section 3 Service Fee

An Employee employed at the time this Agreement becomes effective who is not, and does not become, a member of the Union shall, not later than the thirtieth (30th) day after the effective date of this Agreement, tender to the Union a service fee for each calendar month of employment thereafter.

An Employee who is initially employed or re-employed after the time this Agreement becomes effective and who does not become a member of the Union shall, not later than thirty (30) calendar days after the commencement of employment, tender to the Union a service fee. Thereafter, such an Employee shall, for each calendar month of employment, tender to the Union a service fee.

#### Section 4 Definitions

For the purposes of Sections 2 and 3 above, a "calendar month of employment" shall be considered to be at least fifteen (15) calendar days of employment within that month. Further, the "service fee" shall be that portion of the regular Union dues and in the initial month, of the regular Union initiation fee, which represents that Employee's share of the amount of money necessary for the Union to perform its duties as the exclusive representative of the Employees in dealing with the AFSC in labor-management issues.

#### Section 5 Conscientious/Religious Objector Option

An Employee who, because of sincerely-held conscientious/religious beliefs, objects to or is unable to join or financially support the Union shall, for each calendar month of

employment, donate to a Section 501(c)(3) charity an amount of money equal to the service fee provided for in Section 2 above, in lieu of tendering payments to the Union.

An Employee who, because of sincerely-held conscientious/religious beliefs, objects to or is unable to join or financially support the Union shall, for each calendar month of employment, donate to a Section 501(c)(3) charity an amount of money equal to the service fee provided for in Section 2 above, in lieu of tendering payments to the Union.

#### Section 6 Union Demand to Discharge

The Union may demand the discharge of any Employee who, in any calendar month specified in Sections 2, 3 or 5 above, fails to comply with the provisions of those Sections, by serving written notice thereof on the AFSC and the Employee not later than thirty (30) calendar days after the end of such calendar month, if, prior to such demand to discharge, the Union has notified the Employee of the exact amount of the financial obligation due to the Union. As soon as the AFSC verifies that the Employee specified in such written notice failed to comply with the provisions of Sections 2, 3 or 5 and that the discharge of the Employee would not otherwise be unlawful, the AFSC shall be required to discharge the Employee. An Employee on Long-Term Disability shall not be obligated to pay any amount of monies under this Article.

### **ARTICLE 4 CHECK-OFF**

#### Section 1 Check-Off Authorization

Upon receipt by the AFSC of a check-off authorization in the form set forth in Section 3 below, dated and executed by an Employee, the AFSC shall deduct from the wages owed such Employee for each payroll period following receipt of such check-off authorization, either the Union's initiation fees, membership dues or the service fee for each payroll period in which such deduction is made until such check-off authorization is revoked by the Employee. The AFSC shall forward the monies so deducted to the Secretary-Treasurer of the Union not later than the 15th calendar day following the last deduction from the Employee in any calendar month, and each remittance shall be accompanied by a list setting forth the names of those from whom the amounts of dues, service fees and/or initiation fees were deducted, as well as the names of any other Employees from whom no dues or fees were deducted under Section 2 below. The Secretary-Treasurer of the Union shall have certified to the AFSC, in writing, to the amount of the initiation fees, monthly dues, and the service fee.

#### Section 2 Insufficient Paycheck for Check-Off

For any payroll period in which the AFSC is obligated to make dues, initiation, or service fee deductions pursuant to this Section, if the wages owed any Employee, after deductions mandated by any governmental body, are less than the amount of money which the Employee has authorized the AFSC to deduct, the AFSC shall make no deductions from wages owed the Employee for that payroll period nor deduct those dues or service fee from wages owed the Employee for any future payroll period unless specifically requested to do so in writing by the Employee.

Section 3 Form of Authorization

The AFSC shall not deduct any union dues from an Employee's wages unless the Employee has properly completed and submitted the Council 28 AFSCME Washington Federation of State Employees Payroll Deduction Authorization form.

Section 4 Notification of Changes

Should an Employee wish to change her/his deduction from service fee to membership dues, or vice versa, s/he must so notify the Regional Director of the AFSC and the Union in writing, with such notification being signed and dated. AFSC will effectuate the change as soon as possible, but no later than the payroll period following the payroll period during which the notification was received by the Regional Director or her/his designee.

Section 5 Indemnification

The Union shall indemnify, and save the AFSC harmless against any and all claims, demands, suits, grievances, or other liability which may arise out of or by reason of actions taken by the AFSC at the request of the Union to implement this Article or Article 3 (Union Security), Section 6 except where such claims, demands, suits, grievances or other liability is as a result of an error by AFSC.

**ARTICLE 5  
COMMITTEES**

Section 1 Introduction

Those who work at AFSC recognize the contributions of each Employee in support of AFSC's mission. Further, these efforts will benefit AFSC and its Employees best if carried out in a spirit of trust and cooperation. Participation by Employees in discussions concerning matters of mutual concern in the workplace which affect them is desirable for the AFSC community. In addition, the Union and AFSC agree that the building of consensus lies at the heart of decision-making for AFSC/. To this end, the management of AFSC/, including its committees, seeks to reach decisions which have the widest possible support.

Section 2 Agendas of Committees

To facilitate an Employee's right to provide input into recommendations made by Administrative Committees and/or decisions made by the program committees, AFSC shall make a good faith effort to inform Employees of the preliminary agendas of upcoming meetings at least one (1) week in advance of scheduled meetings.

Section 3 Executive Sessions

Any Administrative Committee and/or the regional Executive Committee may determine that all or part of a particular meeting will be held without staff participation, and therefore may call an executive session. The calling of an executive session shall not be subject to the Grievance Procedure, unless the repeated calling of executive sessions by a particular committee eliminates the access provided by this Article 5.

Section 4 Budget and Priorities Processes

Employee concerns regarding reports and substantive recommendations of committees which are considering changes in program priorities or budgets shall follow the processes as established and amended by the program committees. During these processes of deliberation and development of recommendations, AFSC shall engage in consultation with and provide opportunity(s) for feedback from the Employees at points which provide for meaningful input. Concerns about the priorities process itself may also be brought to the Regional Director, the shop steward or the Director of Human Resources.

Section 5 Definition of Consultation

For the purpose of Section 7 of this Article 5, Section 1 of Article 11 (Work Force Reduction), and any other reference in this Agreement, "consultation":

- A. May be formal or informal,
- B. Occurs when a person or group that is empowered to make a decision seeks input from another person or group because of that person's or group's expertise or vested interest in the issue,
- C. Includes a mutually respectful interchange of views which are, at least initially, considered with equal regard,
- D. Is characterized by listening, questions, answers and reflecting back of points of view to promote understanding.

Consultation informs decision-making, but does not delegate or alter decision-making authority.

Section 6 Search Committees

Search Committees shall consult with staff that will have a close working relationship with the person to be hired, and shall give such staff a reasonable opportunity to meet and interview the finalist(s).

Section 7 Effect on Other Articles

Nothing in this Article 5 is to be construed to limit or diminish the rights reserved by the AFSC in Article 6 (Management Rights). Further, nothing in this Article is to be construed as enlarging the scope of the Grievance Procedure as set forth in Article 12.

**ARTICLE 6  
MANAGEMENT RIGHTS**

Section 1 Management Rights Retained

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the AFSC.

## Section 2 Illustrations of Management Rights

Illustrative of the rights of management, but in no way to be construed as a limitation, is the ability to:

### A. Services, Facilities and Structure

Determine programs and services to be rendered; determine AFSC's budget and budgetary process; introduce, expand, reduce, alter, combine, transfer, relocate, close down or cease any job, department, any other work unit, program or service; control and regulate the use of facilities.

### B. Manner of Operation

Take whatever action is necessary to improve or maintain efficiency of the regional office, including, but not limited to, introducing improved methods, materials and equipment; determine the personnel, methods, means and facilities by which services are to be supplied, including, but not limited to, subcontracting or contracting out the performance of work or services. However, no Employee shall lose her/his employment as a result of contracting out work performed by bargaining unit Employees. Any reduction of Employees as the result of contracting out will be done through transfer or attrition. This does not preclude the termination of an Employee for just cause, nor the laying off of Employees for reasons other than contracting work out.

### C. Personnel Issues

Determine the number of Employees to be employed; determine the necessary qualifications for Employees; establish and amend job titles and job descriptions; hire the Employees it chooses; issue, amend, and revise policies, rules, regulations and practices; set standards of performance; assign, supervise and/or direct the work; promote, demote, transfer, layoff, recall to work; reprimand, suspend, discharge or otherwise discipline for cause.

### D. Overall

Take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the AFSC.

## Section 3 No Waiver Provision

The AFSC's failure to exercise any right, prerogative, or function reserved to it, or the AFSC's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the AFSC's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

## **ARTICLE 7 MAINTENANCE OF BENEFITS**

Except as expressly modified or restricted by a specific provision of this Agreement, all privileges and benefits previously enjoyed by the Employees and established by AFSC in written policy or regular practice shall be maintained. In the event that it should become necessary for the AFSC to discontinue or change any privilege or benefit enjoyed by the Employees, it shall first bring the matter to the Joint Council for discussion. If consensus cannot be reached in Joint Council, and the proposed change is allowable under Article 6 (Management Rights) or elsewhere in this Agreement, AFSC may implement the change.

## **ARTICLE 8 UNION ACTIVITY**

### Section 1 Designation of Stewards

The AFSC recognizes the right of the Union to designate a reasonable number of shop stewards. The Union shall provide AFSC with a list, in writing, of the Employees so designated. The Union agrees that only one (1) steward shall handle a particular matter or grievance and that the same steward shall handle the matter and/or grievance throughout the Grievance Procedure unless the parties agree to a change due to unusual circumstances. Further, the Union shall make its best effort to maintain a consistent interpretation of this Agreement among the stewards. Union designated Employees will receive one (1) time, three (3) days paid time off for union steward training.

### Section 2 Use of AFSC Time for Union Activity

A shop steward shall not be compensated by the AFSC for her/his duties as a shop steward, and shall not perform such duties during times when s/he is scheduled to work for the AFSC, except for:

- A. Scheduled work hours lost in attendance at grievance meetings as set forth in Article 12 (Grievance, Mediation and Arbitration Procedure) of this Agreement; and
- B. A reasonable amount of time for her/him to meet with an Employee immediately before that Employee's grievance meeting; and
- C. Scheduled work hours lost as a result of an Employee asserting her/his Weingarten rights; and
- D. Requests to inspect personnel files or other documents which AFSC cannot or will not make available after work hours; and
- E. Telephone conversations with individuals who can only be contacted during working hours; and
- F. Meetings with AFSC management personnel who will not agree to meet after working hours; and
- G. Meetings with AFSC management personnel for up to two (2) Employees (one from Seattle and one from Portland) for purposes of negotiating a successor collective bargaining agreement. This Section 2 (vii) does not include expenses.



Section 3 Admission to Premises of Non-Employee Union Representative(s)

Union Representatives shall have access to AFSC premise so long as such visits shall not interfere with, hamper, or obstruct normal operations. If a Union Representative is going to enter the premises, preferably before but not later than upon entering the building, s/he will make a reasonable effort to notify the Regional Director or her/his designee of her/his intentions.

Section 4 Union Bulletin Board

AFSC shall provide a bulletin board on its premises, in each of its office sites, at a location mutually decided upon by the Union and AFSC, for the purpose of posting Union notices and other necessary information for its members, and the posting of materials on the bulletin board shall conform to that purpose. The Union agrees that the information posted shall be respectful of persons, and AFSC.

Section 5 Use of AFSC Equipment and Facilities

A. Usage Outside of Work Hours

The use of equipment and facilities for union activity is permitted, but only if such usage is not during regularly-scheduled work hours of the Employees Involved in the activity and if it does not result in abuse of the equipment or facilities, or interfere with, hamper or obstruct normal operations.

B. Scheduling Conflicts

In the event of a conflict between AFSC and Union use of equipment or facilities, the Chief Steward and Regional Director and/or their designees shall meet to resolve the conflict. If such conflict cannot be resolved, the use shall take priority.

C. Reimbursement to AFSC

When it is possible to quantify to AFSC an expense which results from such usage, for example photocopying, the AFSC shall be reimbursed as soon as reasonably possible.

D. Proscribed Usage

The Union agrees not to use the equipment or meeting facilities of the AFSC in preparation for or during any concerted action prohibited by this Agreement, or to disparage the AFSC. Failure to adhere to these requirements shall be grounds for disciplinary action against any and all individuals.

E. Violation of Terms of Usage

If any Employee violates the above requirements, the Union shall, upon written request by AFSC, inform its members, orally and in writing, that such violations are not condoned or authorized by the Union and must cease immediately. Repeated violations of these requirements shall be grounds to terminate the privileges

established in this Section, provided that the privileges shall not be terminated if the violations were the actions of individual Union members, did not involve shop steward(s), were not authorized by the Union, and the Union made a good faith effort to end such violations.

## **ARTICLE 9 ACCESS TO INFORMATION/PERSONNEL FILES**

### Section 1 Information to Union at Time of Hire

With respect to Employees who are members of the bargaining unit, AFSC shall furnish in writing to a designated representative of the Union the name, address, job classification, date(s) of hire, salary and job description at the time of hire. With respect to all other personnel, AFSC shall furnish the Union the name, job title, and the basis of exclusion from the bargaining unit at the time of hire.

### Section 2 Information to Union at Time of Separation

With respect to separated Employees, the AFSC will furnish in writing to a designated representative of the Union the name of such Employee, and the date of separation, at the time of the separation or immediately thereafter. The term "separated Employees" includes Employees who resign or retire, are discharged, or are laid off.

### Section 3 Employee Rights to Review Personnel File

An Employee shall be permitted to inspect her/his own file within two (2) working days of a request to do so, and to receive photocopies of all materials requested. The photocopies shall either be given in person or by mail, based upon the Employee's wishes. Such requests for mailed personnel records shall be acted upon within two (2) working days. An Employee who is not based in the Seattle office of AFSC shall call in advance to notify AFSC that s/he wishes to see his/her personnel file at a particular time and every reasonable attempt will be made to accommodate the Employee's request. In that circumstance, the Employee shall request the use of accrued but unused personal or vacation leave. The Employee is not permitted to remove her/his personnel file or any part thereof. The AFSC may require inspection of the personnel file by the Employee in the presence of a designated individual who shall maintain a sufficient distance within the room to respect the Employee's privacy, but still preserve the AFSC's interest in the integrity of the files.

The entire personnel file is available to the Employee upon request with the exception of any documents related to the recruitment process and designated by law to be confidential from the Employee. Further, the Employee shall have the right, upon written request, to be informed of the contents of her/his recruitment file. Such information shall be provided by either the Director of Human Resources in Philadelphia, or the Regional Director, or their respective designees. Anyone other than the Employee requesting information from or regarding the Employee's personnel file must first obtain authorization from the Director of Human Resources or the Regional Director. Only those with an identifiable and specific need to know may obtain access.

In addition to receiving upon request copies of all medical files, the Employee has the right to request an audit of the contents of all General and a list of items contained within the

confidential files maintained in the Philadelphia office. The Employee may receive copies of all items except written references marked confidential and notes taken during interviews, per Employee written request. Such requests shall be acted upon within two (2) working days.

#### Section 4 Employee Rights to Place Documents In Personnel File

An Employee has the right to place in her/his personnel file any material relevant to her/his employment at the AFSC, including, but not limited to, comments on or rebuttals to documents in the file.

#### Section 5 Employee Rights to Receive Documents In Personnel File

Each Employee shall receive a copy of any document placed in her/his personnel file with the exception of routine Employee-generated documents such as leave slips. If the AFSC/PNWRO should fail for any reason to forward to the Employee a copy of a document when it is first placed in her/his personnel file, the AFSC agrees it shall not use the document as a basis for discipline until the Employee has received a copy of the document and the Employee has had the opportunity to comply with the expectation expressed in the document. Failure to provide the Employee with a copy of the document at the time of the original placement in the file shall not constitute grounds for removal of the document from the Employee's personnel file.

#### Section 6 References

AFSC shall not release any information in an Employee's personnel file to outside parties other than dates of employment unless legally required to do so or if authorized in writing by the Employee.

#### Section 7 Job Descriptions

All Employees will be given a written job description at the time of their employment. The job description shall be approved by the Regional Director or her/his designee and will describe, among other things, the essential functions of the position.

The AFSC shall notify the Union of any changes to job descriptions. Such changes shall not be subject to the Grievance Procedure.

## **ARTICLE 10 SENIORITY**

#### Section 1 Definition of Seniority

Seniority shall commence upon the Employee's most recent date of hire by the AFSC. After an Employee completes probation, s/he shall receive credit for all previous employment from within AFSC. In addition, after an Employee possesses one (1) full year of seniority, s/he shall receive credit for all previous employment from within the AFSC.

## Section 2 Termination of Seniority

Employees shall terminate their seniority, and employment shall cease, under the following circumstances:

- A. The Employee retires or resigns.
- B. The Employee is discharged by the AFSC.
- C. The Employee has abandoned her/his position, and therefore voluntarily resigned, by being absent for three (3) consecutive working days without notifying the AFSC, unless there are extreme extenuating and unavoidable circumstances which made it impossible for the Employee to notify the AFSC. Such failure to notify shall be excused if the Employee has notified the AFSC of the emergency as soon as possible and the Employee does return to work as soon as the Employee can.

## Section 3 Seniority List

The AFSC agrees to submit a seniority list to the Union at the time of the signing of this Agreement. The list shall be updated once each year and amended whenever appropriate under Section 1 above. The Employees and Union shall be given thirty (30) calendar days in which to examine and contest through the Grievance Procedure any inaccuracies in the list. After the thirty (30) days, the list shall be deemed to be accurate.

## Section 4 Longevity Recognition

All staff hired prior to September 30, 2015 who have been continuously employed for five (5) years shall receive a one-time lump sum "longevity recognition" payment in the gross amount of five hundred (\$500) dollars, payable as a supplement to the regular payroll check in the payroll period which includes such Employee's fifth (5th) anniversary date.

## Section 5 Position Vacancy

- A. Step One: Affirmative Action Determination and Posting of Notice
  - 1) When a vacancy occurs or a new position is created, the AFSC shall determine whether the position is "targeted" under the formal Affirmative Action Plan, and if so, for what group. Such determination shall not be subject to the Grievance Procedure.
  - 2) Thereafter, an opportunity shall be afforded Employees to apply for such opening. The AFSC shall post a notice on a designated AFSC bulletin board of such opening, and shall mail copies of such openings to all staff located outside of the Regional Office located in Seattle, Washington. Further copies shall also be mailed to all laid-off Employees consistent with Article 11 (Work Force Reduction). Such notice shall state the position that is open and the qualifications necessary. Employees are encouraged to apply for positions in which they are interested and for which they are qualified.
  - 3) The procedure set forth in Section A (2) above does not pertain to the reopening of a position from which an Employee has been laid off during the last twelve (12) months. Such an occurrence is treated separately under Article 11 (Work Force Reduction), Section 4 (A).

B. Step Two: Internal and External Recruitment and Candidate Selection

- 1) With respect to all vacant positions: employees and laid-off Employees shall have fifteen (15) working days following the posting of such a notice to indicate their desire to be considered for the position by submitting a written request to the Regional Director. During this period of time, the AFSC may also recruit other Employees from other locations and facilities of the AFSC. If the position is "targeted", and the above-described bidding procedure has been completed without producing an appointable candidate or an appropriate pool, the AFSC shall continue to recruit from within AFSC, and may recruit from outside the AFSC. AFSC shall interview all Employee applicants who possess the posted qualifications for a position.
- 2) With respect to vacant administrative/support positions: after all necessary recruiting has been accomplished in accordance with Section 5 (B) (1) above, the AFSC shall select the successful applicant from the resulting pool according to the individual's ability and competency through training, knowledge, skill, efficiency and prior employment record. When these qualifications are deemed to be equal, the most senior Employee or former Employee shall be selected.
- 3) With respect to vacant program positions: after all necessary recruiting has been accomplished in accordance with Section 5 (B) (1) hereof, the AFSC shall appoint the candidate it wishes. In selecting who shall be appointed, the AFSC shall consider, among other factors, the individuals' abilities, competency through training, knowledge, skill, efficiency, seniority and prior employment record. However, the selection shall not be subject to the Grievance Procedure.

Section 6 AFSC's Retention of All Hiring Rights

This Article 10 shall not be construed as a requirement for the AFSC to appoint from any particular pool. It is recognized that there may be no candidates in a pool who are sufficiently qualified. If there are no successful candidates, the AFSC may assign an Employee of its choosing, conduct an additional search to obtain another pool, recruit and hire any individual for the position, or determine not to fill such a position.

Section 7 Vesting of Transfer Ability

An Employee shall be considered eligible to apply for an open position if s/he has one (1) year or more of seniority, and has held her/his current position for at least one (1) year. Notwithstanding the foregoing, AFSC, in its sole discretion, may invite any Employee to apply for an open position, even if such Employee has not yet held her/his position for one (1) year.

Section 8 Voiding and Probationary Periods of Transfers

Once an Employee transfers to a new position, s/he shall be in a "probationary" status until s/he has completed three (3) months of actual work. In addition, the AFSC, at its sole option, may extend the probationary period for an additional two (2) months. However, the repeated exercising of this right shall not result in the *de facto* probationary period for all transfers being six (6) months.

The AFSC shall perform a written evaluation of the Employee three (3) months after the beginning of her/his probationary period. Such evaluation shall be discussed with the Employee and, should the Employee so wish, with the Union steward. Such evaluation shall not be subject to the Grievance Procedure. The probationary period shall pertain to the suitability of the Employee for the new position. As regards all other matters, the Employee shall not be considered a probationary Employee and shall have full rights under this Agreement.

At any time during the probationary period, the AFSC may advise the Employee that the transfer was unsuccessful and shall be able to void the transfer. The voiding of a transfer shall be subject to the Grievance Procedure. In addition, the Employee may also decide during this period that the transfer has been unsuccessful. In this case, the Employee shall advise AFSC of her/his decision and AFSC shall void the transfer.

In the event of a transfer being voided, the Employee shall have the right to return to her/his original position at any time up to one (1) week after the above-described evaluation. Thereafter, Sections 3 and 4 of Article 11 (Work Force Reduction) shall apply. An Employee who returns to her/his original position following a voided transfer shall be eligible for another transfer only after one (1) additional year in the original position, unless AFSC, in its sole discretion, invites an Employee to apply for an open position, even if such Employee has been part of a voided transfer that occurred less than twelve (12) months ago.

## **ARTICLE 11 WORK FORCE REDUCTION**

### Section 1      Consultation with the Union

In the event that the AFSC is contemplating any reduction in the number of Employees through layoffs, reduction in any Employee's regularly scheduled work time, or elimination of a specific position through layoffs, it shall notify the Union and offer to meet to explain the reasons for consideration of such reduction. Before final determination of the particular position from which the layoff is to be made, the AFSC will consider the effected employee's skills, qualifications and seniority. No layoffs will occur until the Union and the AFSC have met to suggest alternatives to permanent layoffs and have either reached an agreement or bargained to impasse. The initial meeting shall occur within thirty (30) days of the notice of contemplated layoff.

### Section 2      Order of Lay-Offs

Following such consultation and, if given, feedback, the AFSC shall have sole discretion to determine whether a layoff or partial layoff will occur, and the particular position from which the lay-off is to be made. In the event the AFSC determines that a lay-off is to occur among the administrative/support staff, or in a program with more than one (1) staff, temporary Employees shall be laid off first, then probationary Employees and then Employees. In determining which position is to be eliminated or cut back, the AFSC shall consider the required qualifications of the remaining positions, the Employees' abilities, competency through training, knowledge, skill, efficiency, prior employment record and seniority.

Section 3 Severance and Benefits after Lay-Offs

- A. Employees who are laid off under the provisions of this Article shall be considered separated from the AFSC and shall receive the following:

1. Severance Pay

One (1) week of severance pay for each year of consecutive service up to a maximum of sixteen (16) weeks; and

2. Reemployment Counseling

Payment for reemployment counseling of five hundred dollars (\$500) for Employees with over two (2) years of consecutive service, and one thousand dollars (\$1,000) for Employees with over ten (10) years of consecutive service.

3. Health Insurance Benefits

Health insurance benefits (medical but not dental) paid by the AFSC with the employee continuing to pay their share of the premium) for up to thirteen (13) weeks after the layoff, after which the Employee shall be entitled to purchase, at her/his own expense, health insurance benefits (medical but not dental), at one hundred two (102%) percent of the rate charged AFSC, for a further fifteen (15) months.

B. Unemployment Compensation Benefits

In the instance of a *bona fide* lay-off, the AFSC shall not contest an application by the Employee for Unemployment Compensation benefits.

C. Personal Leave

Earned, unused Personal Leave may be used for job-hunting while a person is still on staff, and normal notification, approval, and reporting procedures shall be observed.

Section 4 Rehire Rights

Employees who are laid off shall be given preferential rehire rights as follows:

- A. If the same position from which an Employee was laid off reopens as a paid position within twelve (12) months of the layoff, that Employee shall automatically be offered her/his former position. Such offer shall be made by telephone and mailed to the most recent phone number or address provided by the Employee to the AFSC, and must be accepted, in writing, within fifteen (15) working days of the date of the phone call or mailing of the letter.
- B. With respect to a vacant position Employees shall be considered and/or appointed in a manner consistent with Article 10 (Seniority) Section 6 for all positions which open up within two (2) years from the date of their lay-off. Employees must apply within fifteen (15) working days after an opening is posted and must be qualified for the position. Laid-off Employees shall have

emailed to them notices of all vacancies by the Human Resources and Inclusion Department. Such notices shall be emailed on the same day on which the position openings are posted and shall be mailed to the most recent address/email provided by the Employee to the AFSC. When a laid-off Employee applies for a vacant position, AFSC agrees that her/his seniority shall be one factor among others to be considered. However, the appointment shall be consistent with Article 10 (Seniority), Section 5.

## **ARTICLE 12 GRIEVANCE, MEDIATION AND ARBITRATION PROCEDURE**

### Section 1 Definition of Grievance

A grievance is defined as a complaint by an Employee, group of Employees, or Union against the AFSC regarding the interpretation or application of, or compliance with, this Agreement.

### Section 2 Grievance Procedure

In the event an Employee covered by the Agreement experiences a problem in the work place, s/he must attempt to resolve the matter through direct and forthright communication between herself or himself, and the immediate supervisor and/or, if appropriate, other management personnel. In the event that the complaint involves a member or members of a committee of AFSC, the Regional Director or her/his designee is considered the standing representative of the AFSC and is therefore the party to be grieved. The Regional Director, or her/his designee, shall be empowered to negotiate and/or resolve grievances on behalf of AFSC. If the problem is not resolved, the Employee may then follow the grievance procedure set forth below:

A. STEP 1: Written Grievance to Immediate Supervisor

1) Filing the Grievance

The Employee, not later than ten (10) working days after the event giving rise to the grievance, or ten (10) working days after the Employee knew, or by reasonable diligence, should have known of the event giving rise to the grievance, whichever is later, shall submit a signed, dated, written grievance to her/his immediate supervisor.

2) Grievance Meeting

The Immediate supervisor shall thereupon schedule a meeting with the aggrieved Employee, and if the Employee wishes, her/his steward. Such meeting shall take place as soon as possible, but in no case more than ten (10) working days after receipt of the grievance.

3) Facts of Grievance and Remedy Sought

If the Employee has not already done so, at the Step 1 meeting s/he will provide, in writing, the facts giving rise to the grievance, the provision(s) of



the Agreement (if any) alleged to have been violated, the names of the aggrieved Employee(s), and the remedy sought.

4) Written Answer to Grievance

The written answer to the grievance shall be given within fifteen (15) working days after receipt of the grievance.

5) Procedure When Supervisor Is Regional Director

If the Employee's immediate supervisor is the Regional Director, while the informational requirements outlined above and the fifteen (15) day time limitation for the submission of a written grievance shall apply, this STEP 1 shall be skipped and the parties shall proceed immediately to STEP 2.

B. STEP 2: Written Appeal to the Regional Director

1) Filing Written Appeal

If the grievance is not settled at STEP 1, the Employee, not later than five (5) working days after receipt of the immediate supervisor's written answer at STEP 1, may file a written appeal of that answer to the Regional Director.

2) Grievance Meeting

Not later than ten (10) working days after receipt of the written appeal, the Regional Director or his/her designee, shall meet with the parties directly involved including, but not limited to, the Employee, the Employee's shop steward, the Union Business Agent or her/his designee, and the Employee's immediate supervisor. The AFSC and the Union shall have the right to call witnesses, and the AFSC may, in its sole discretion, include an additional individual in the meeting. Legal counsel shall not attend this meeting.

3) Written Results of Meeting

The purpose of the meeting set forth in Section 2 (B) (2) above is to resolve the complaint to the satisfaction of the parties. If resolution is reached, the Regional Director shall prepare a written memorandum of understanding to reflect the resolution. If no resolution is reached, the Regional Director, or her/his designee, shall give her/his written answer to the grievance within ten (10) working days after such meeting, which answer shall be final and binding on the Employee, the Union and the AFSC, unless it is appealed in a timely fashion to mediation or arbitration by the Union.

C. STEP 3:

If the grievance is not settled at STEP 2, the Employee, not later than ten (10) working days after receipt of the Regional Director's written answer at STEP 2 may file a written appeal of that answer to the Deputy General Secretary of the AFSC no later than ten (10) working days.

The Director of Human Resources or her/his designee shall meet with the Employee and her/his Union representative(s) at the earliest mutually agreeable time, but no later than ten (10) working days after receipt of the written grievance, in order to consider the grievance and attempt to resolve the dispute.

The AFSC representative hearing the grievance and/or the Union shall be entitled to have other administrative and/or supervisory personnel whose responsibilities are connected to the grievance present at the hearing, and such AFSC representative shall respond to the Union and the Employee, in writing, within ten (10) working days of the hearing.

D. STEP 4: Voluntary Mediation

1) Request for Mediation

If a grievance remains unresolved after STEP 3, the Union may request mediation in writing within fifteen (15) working days of the Director of Human Resources or his/her designee's response.

2) Agreement to Mediation and Selection of Mediator

If the AFSC agrees to the process of mediation, the AFSC and the Union shall jointly select a mediator. Such selection shall occur within ten (10) working days of the Union's request for mediation. If the parties fail to select a mediator within the ten (10) working days, it shall be treated as if the mediation had not resolved the grievance for purposes of STEP 4.

3) Mediation Schedule

The mediator shall hold an initial mediation session within fifteen (15) working days after s/he has been chosen, and will complete her/his involvement in the matter within fifteen (15) working days of the beginning of the mediation.

4) Prohibition of Public Statements and Cessation of Mediation

The mediator shall make no public statements, nor shall s/he be compelled to testify in any proceeding, nor disclose any notes or confidences unless agreed to by both the AFSC and the Union. Further, the parties agree that documents created for or during the mediation are not admissible in any subsequent proceeding. Finally, the AFSC on behalf of all management, including the committees, and the Union on behalf of itself and all bargaining unit Employees, agree that once the parties have committed to mediation, there shall be no public statements or allegations regarding the matter until mediation is completed. Should this provision be breached, unless the parties agree it was a good faith mistake, mediation shall cease immediately.

5) Expense of Mediation

The expense of the mediator shall be borne equally by the parties.

E. STEP 5: Arbitration

1) Filing for Arbitration

If a grievance remains unresolved after STEP 4, the AFSC does not agree to mediation, or mediation does not resolve the grievance, the Union may, within fifteen (15) working days after any of these occurrences, notify the AFSC in writing of its intent to proceed to arbitration.

2) Selection of Arbitrator

An arbitrator shall be selected through the processes of the Federal Mediation & Conciliation Service.

Section 3 Authority of Arbitrator

All arbitration proceedings pursuant to this Article 12 shall be governed by, and conducted in accordance with, the Voluntary Labor Arbitration Rules of the American Arbitration Association. The jurisdiction and the authority of the arbitrator, and her/his opinion and award, shall be confined exclusively to the interpretation and/or application of this Agreement. He/she shall have no authority to add to, detract from, alter, amend or modify any provision of the Agreement; to impose on either party a limitation or obligation not provided for in this Agreement; or to establish or alter any wage rate or any wage structure.

The arbitrator shall not hear or decide more than one (1) grievance at a time, except where more than one grievance is referred to arbitration on the same date, and the grievances involve the same issues of fact. The written award of the arbitrator shall be issued within thirty (30) calendar days of hearing the grievance and shall be final and binding on the aggrieved Employee(s), the Union and the AFSC.

Section 4 Information Rights of the Union

In the processing of any grievance, AFSC shall, upon written request, make available to an authorized representative of the Union any relevant record consistent with an employer's obligation to provide information under the National Labor Relations Act.

Section 5 Expedited Procedures for Discharges

In the event that an Employee is discharged, s/he may proceed directly to STEP 2 of the Grievance Procedure.

Section 6 Sharing of Fees

The fees and expenses of the mediators and arbitrators, and if applicable, the fees of the Federal Mediation & Conciliation Service shall be shared equally by the AFSC and the Union; otherwise, each party shall bear its own expenses.

Section 7 Time Limitations

No grievance shall be accepted by the AFSC unless it is submitted or appealed within the time limits set forth in this Article 12. If the grievance is not submitted or appealed in a timely manner, it shall be deemed waived, or it shall be deemed to have been settled in accordance with the prior answer by the AFSC. If the AFSC fails to answer within the time limits set forth in this Article, the grievance shall be deemed to have been settled in accordance with the most recent written remedy demand by the grievant. The time limitations set forth in this Article are of the essence. However, either party may ask for an extension of time at any step in the grievance process.

**ARTICLE 13  
NO LOCKOUT - NO STRIKE**

The AFSC agrees there shall be no lockouts during the term of this Agreement or any extension or continuation thereof.

Should the AFSC lockout its Employees in violation of this Agreement, it shall be responsible for all wages lost as a result of its conduct, plus interest. Further, the Union and Employees shall be entitled to seek all other remedies available to it and/or them.

The Union agrees there shall be no strikes, work stoppages, sympathy strikes, slow-downs or other concerted disruptions with normal operations during the term of this Agreement or any extension or continuation thereof. The phrase "concerted disruptions" shall include, but is not limited to, concerted sick-outs, refusals to work overtime and intentional slowdowns.

After notification by AFSC and upon investigation, the Union shall publicly disavow any strike in violation of this clause, and shall use its best efforts to terminate the continuance of such violation. These efforts of the Union shall include the posting of notices disavowing the strike. These postings may be on the AFSC property as the AFSC allows. In the event the Union fails to make good faith efforts to halt the strike, the Union shall be deemed to have violated this Article and the AFSC shall be entitled to seek all remedies available to it.

The AFSC may impose any level of discipline upon any Employee for violating this Article 13.

**ARTICLE 14  
HOURS OF WORK AND OVERTIME**

The following sections and paragraphs are intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or per week or days of work per week.

Section 1 Adjusted Work Schedule

Should it be necessary, in the interest of efficient operations or in an attempt to accommodate a request by an Employee, to change or establish a work schedule, or to increase or decrease the number of scheduled work days per week, or to establish an adjusted time schedule, the AFSC agrees to consult with the affected Employee(s), and the

Union as far in advance as reasonably possible, in a good faith effort to secure mutual agreement. However, the final right to determine daily and weekly work schedules, and the number of scheduled work days per week, rests with the AFSC.

## Section 2 Work Week

The work week is defined as the period of time from 12:01 A.M. Saturday through midnight Friday. The normal week for full-time Employees shall consist of thirty-five (35) hours of work, Monday through Friday, exclusive of a one (1) hour lunch break per day. Regularly-scheduled exceptions to this work week shall be noted in the job descriptions of specific Employees, as appropriate.

Part Time employees are those employees that work less than thirty-four (34) hours of work, Monday through Friday, exclusive of a one (1) hour lunch break (when working over five (5) hours in one (1) day). Benefits are available for employees scheduled over twenty-one (21) hours a week.

## Section 3 Overtime for Non-Exempt Employees

Non-exempt Employees within the meaning of the Fair Labor Standards Act shall have the option of receiving pay or taking time in lieu of pay as compensation for hours worked in excess of thirty-five (35) but less than forty (40) in any one work week. Such Employees shall be paid one and one-half (1-1/2) times the regular straight time hourly rate for hours worked in excess of forty (40) hours in any one work week. All hours worked by non-exempt Employees in excess of their regular scheduled hours can be worked only with the prior approval of the Employee's supervisor.

## Section 4 Computation of Overtime

For the purposes of computing overtime pay for any Non-exempt Employee, a paid holiday shall be included in the number of hours worked in the week. Any other hours for which such Employee has been paid but has not actually worked, including but not limited to sick or vacation hours, shall not be included. Overtime shall not be pyramided.

## Section 5 Additional Work Hours

For Employees whose job descriptions so indicate, the AFSC shall have the right to require work in excess of their regular scheduled hours, and to determine who shall perform such work. The AFSC agrees to make good faith attempts to accommodate personal obligations, and to provide reasonable notice when possible.

## Section 6 Compensatory Time

Because there is an expectation that exempt Employees will work overtime, including evenings and weekends, AFSC encourages the use of compensatory time, although not in a strict hour-for-hour equivalent.

The intention is to allow time off to rest, recuperate or take care of personal business neglected during the overtime period. The staff member should plan to take time off as soon as possible following a period of overtime work. Thus, compensatory time should

normally be taken within one (1) week of the overtime period. However, if this is not possible, it must be taken within four (4) weeks unless special arrangements are made with the Employee's supervisor. Failure to use the compensatory leave in this time period shall result in it being forfeited.

In order to take compensatory leave, the Employee, as far in advance as possible, shall discuss the matter with her/his supervisor or, if s/he is unavailable, the Regional Director or her/his designee. To take the compensatory leave, it will be mutually agreed that the Employee's office and/or program responsibilities will be fulfilled during her/his absence. The Employee will establish when the leave was earned. If no supervisor is available, the Employee shall leave a written memo establishing these two criteria.

Violation(s) of these obligations shall be grounds for discipline. The supervisor's approval shall not be unreasonably denied.

## **ARTICLE 15 REMUNERATION**

### Section 1 Assignment of Position Titles

When a new position is created, a current position becomes vacant, or the duties of an existing position have changed significantly, that position shall be given one of the position titles listed below in Section 2 and will be assigned to that salary band. Among other relevant considerations, a position shall be assigned a title according to the position's required level of responsibility, technical requirements, special job-related skills, educational and job-related knowledge, original thinking and planning, judgment, initiative, leadership skills and communication skills.

When a new position is created, the AFSC shall assign a position title and such assignment shall not be grievable. When a current position becomes vacant, or the duties of an existing position have changed significantly the AFSC shall assign a position title. The Union may challenge that determination through the Grievance Procedure, but to succeed the Union must establish the AFSC was wrong by clear and convincing evidence.

### Section 2 Salary Bands

The salary bands, position titles and base salary levels with geographic differentials (see salary chart attached) for each band in the bargaining unit, for the fiscal year beginning October 1, 2015 shall be:

BAND I	(Level 10)	Entry Level Clerical, Laborers
BAND II	(Range 11-13) (Range 13-14)	Administrative Assistants Program Assistants/Associates
BAND III	(Range 15) (Range 16)	Program Directors (Non-supervisory responsibilities) Program Directors (Supervisory responsibilities)

### Section 3 Remuneration Level

The annual percentage of salary increase for longevity shall be one percent (1%) per year with the first increase taking effect October 1, 2015.

### Section 4 Remuneration Increases

Effective October 1, 2015, the wage increase of all employees shall be established by:

- The (unadjusted) US Consumer Price Index (Urban) as of August 2015 set by the Bureau of Labor Statistics, but will be no less than two (2%) percent for FY16.

Effective October 1, 2016, the wage increase of all employees shall be established by:

- The (unadjusted) US Consumer Price Index (Urban) as of August 2016 set by the Bureau of Labor Statistics, but will be no less than two (2%) percent for FY17.

Effective October 1, 2017, the wage increase of all employees shall be established by:

- The (unadjusted) US Consumer Price Index (Urban) as of August 2017 set by the Bureau of Labor Statistics, but will be no less than two (2%) percent for FY18.

### Section 5 Tilting & Negotiations In Event Of Shortfall

- A. If, in any year, either party desires to propose that the total monies available for the annual increases and/or other adjustments (but not the seniority increment) be reallocated in such a way as to give the lower paid employees a higher percentage increase (tilting), then that party may bring the matter to the Director of Human Resources or the Union.
- B. In the event that it appears that a shortfall in funding will result in a recommendation by the appropriate committees that there be the laying off, or partial laying off, of one or more employees, then AFSC shall bring the situation to the Union. At that time, the AFSC shall make its financial records available for complete review.

### Section 6 "Me Too" Clause

If another bargaining unit receives a wage increase higher than the settlement agreement with AFSCME/WFSE, such increase shall be granted to AFSCME/WFSE for this contract period and continued until this contract is renegotiated. The increase shall be in effect from the date of implementation with the initial bargaining unit.

### Section 7 Performing Work With Higher Level of Responsibility

#### A. Expectation of Work Load Fluctuation

It is expected that there will be fluctuation in the work load of every Employee during the ordinary course of her/his work at the AFSC. This is normal and not the occasion for changes in the Employee's level of remuneration. This is particularly the case where a position description states that the Employee is to serve as a "back-up"

to another position. In that circumstance, such Employee is already receiving remuneration for the possibility s/he may have to assume additional duties.

B. Long-Term Assumption of Additional Higher-Level Responsibilities

The provisions of Section A notwithstanding, the prolonged absence of a colleague may occasionally require another Employee to assume additional higher-level responsibilities not previously contemplated in such Employee's position description for a prolonged period of time. Thus, a change in remuneration may be in order. In such cases, the following procedure shall apply:

- (1) The Employee's supervisor or Division/Department Head shall speak with the Director of Human Resources to determine whether an increase is appropriate. In difficult situations, the matter shall be referred to the Position Evaluation Committee.
- (2) The change in responsibilities must:
  - (a) Have not been previously contemplated in the position description,
  - (b) Be substantial/significant, and
  - (c) Involve higher-level work, not simply more work (i.e., a change in responsibilities which would warrant reclassification if the changes were permanent).
- (3) The period of modified responsibilities must exceed two (2) months.
- (4) Upon the determination of the Position Evaluation Committee that a change in remuneration is appropriate, such increase will be paid retroactive from the date the Employee assumed the additional responsibilities.
- (5) Once an increase is effective, it shall be the responsibility of the Employee and the Employee's supervisor or Division/Department Head to monitor the position responsibilities. Once the position's responsibilities substantially return to the original responsibilities, the increased compensation shall cease.

C. Appealing a Decision

To grieve a decision by the AFSC in the matter of a position evaluation made in accordance with Section B above, the Union must establish that the decision was grossly in error. This Article shall apply only to temporary assumptions of higher level responsibilities. If the assumption of responsibilities is permanent, an Employee shall follow the ordinary position evaluation process to determine whether increased remuneration is appropriate.



**ARTICLE 16**  
**MEDICAL, DENTAL, WELFARE & DISABILITY INSURANCE**

Section 1 Medical and Dental Insurance

Coverage

The AFSC shall make available to each Employee who is regularly scheduled for twenty-one (21) hours or more per week, and her/his dependents as defined by the insurance carriers (including domestic partners), medical and dental insurance consistent with past practice. However, should the AFSC choose to change claims procedures or carriers, nothing in this Agreement shall limit its ability to do so as long as the benefits provided are similar.

Flexible Spending Accounts

The AFSC shall provide Employees with a Flexible Spending Account (FSA) option for health care. The administrative costs of providing such FSA shall be wholly at the expense of the AFSC. The ability of an Employee to establish and use an FSA is not affected by the Employee's choice of insurance provider or choice of option with the Independence Blue Cross (IBC) Plan.

Cost of Coverage

Individual Coverage: Employee whose medical insurance coverage (inclusive of dental coverage) is for the individual alone, with no dependent coverage, shall make an annual contribution towards the cost of such coverage under the Independence Blue Cross (IBC) Plan in the following percentage of the total premium, depending on the Employee's selection of type of coverage: The employees percentage of the total medical premium rates shall remain unchanged until October 1, 2018 for Independence Blue Cross plans: Base 4.9%; Middle 10.1%, or Premier 14.6% and Kaiser Permanente plan 5.8%. There shall be a cap of 18% of the total annual premium increase for employees for any new plan year beginning October 1<sup>st</sup> each year of the contract.

Employee contribution rates towards the cost of medical insurance coverage (inclusive of dental coverage) for one or more dependents in any year (October through September) shall be 25 - 32.6% of the actual cost of coverage under the IBC Plans and 25% for the Kaiser Plan. Such Employee contribution rates shall be inclusive of Employee and dependent coverage.

Continued Coverage

The AFSC shall allow an Employee to purchase continuing medical insurance for a period of up to eighteen (18) months in the event that her/his AFSC-provided medical insurance expires, or in the event of any other qualifying event as specified in the AFSC medical plan document. This applies to medical insurance only; dental insurance is excluded.

## Section 2 Life Insurance

Each Employee who is regularly scheduled for twenty-one (21) hours or more per week shall receive, at AFSC expense and at no cost to the Employee, life insurance which, in the event of the death of such Employee while employed by the AFSC, shall provide a benefit of fifty thousand (\$50,000) dollars. Employees shall have the option to purchase additional life insurance for themselves, spouse/domestic partner and children consistent with carrier requirements.

## Section 3 Accident Insurance

### A. Eligibility

Each Employee who is regularly scheduled for twenty-one (21) hours or more per week shall receive, at AFSC expense and at no cost to the Employee, accidental death and dismemberment insurance.

### B. Benefit

In the event an eligible Employee dies from an accident, such insurance shall pay the designated beneficiary fifty thousand (\$50,000) dollars, or in the event the Employee is dismembered, shall pay the Employee an amount consistent with the insurance contract up to a maximum of fifty thousand (\$50,000) dollars.

### C. Option to Purchase Additional Insurance

Each eligible Employee shall have the option to purchase, consistent with carrier requirements, additional insurance for her/himself for a maximum of one hundred thousand (\$100,000) dollars, and for their spouse for a maximum of eighty thousand (\$80,000) dollars, and a maximum of ten thousand (\$10,000) dollars per dependent child.

## Section 4 Short Term Disability

### A. Eligibility

Each Employee who is regularly scheduled for twenty-one (21) hours or more per week and who is absent from work due to illness or a non-job-related disability shall receive short-term disability payments after a waiting period of seven (7) continuous calendar days has been satisfied. Such benefit shall be provided in a timely fashion as long as the Employee first fully cooperates with all requests from the AFSC or AFSC for medical verification of the illness and/or disability. The AFSC reserves the right to request an examination of the Employee by a physician or psychologist of its own choosing. Any failure on the part of an Employee, or the Employee's physician or psychologist, to cooperate is grounds for denial of this benefit.

### B. Benefit

Each Employee who is eligible for this benefit shall receive one hundred (100%) percent of salary for the second (2nd) through the fifth (5th) weeks of the illness

and/or disability, and sixty (60%) percent of salary for the next twenty-one (21) weeks. During this time, such Employee shall continue to receive all fringe benefits, except as otherwise provided in this Agreement. If such Employee returns to work at a reduced schedule, s/he shall be paid one hundred (100%) percent of salary for time worked, and if applicable, sixty (60%) percent of salary for scheduled work time not worked.

#### Section 5 Long Term Disability

##### A. Eligibility

For each Employee who is regularly scheduled for twenty-one (21) hours or more per week, the AFSC will purchase, at no cost to the Employee, long-term disability insurance to apply when the Employee is absent from work due to illness or a non-job-related disability for longer than twenty-six (26) weeks. To receive or continue to receive this benefit, an Employee must fully cooperate with all requests from the AFSC or its insurer for medical verification of the illness and/or disability. Further, the AFSC reserves the right to request an examination of the Employee by a physician or psychologist of its own choosing. Any failure on the part of an Employee, or the Employee's physician or psychologist, to cooperate is grounds for denial of this benefit.

##### B. Benefit

Each Employee who is eligible for this benefit shall receive from the insurance carrier sixty-six and two-thirds (66-2/3%) percent of fifteen thousand \$ \$15,000) dollars of their gross monthly salary.

##### C. Option to Purchase Other Insurance

With respect to other insurance benefits, an Employee on long-term disability may elect to purchase, at her/his own expense, medical but not dental insurance at group rates for up to twenty-three (23) months at the end of being on disability for one (1) full year. In addition, such Employee may apply for a waiver of premium for the life insurance coverage. . Until the waiver of a premium is either approved or denied by the insurance carrier, such Employee shall pay the monthly premium for the life insurance. With respect to the accident insurance, it is canceled as soon as long-term disability begins.

##### D. Employee Compensation Rates

While on long-term disability, an Employee shall not receive any increase in salary rate. Upon such Employee's return to work, her/his salary rate shall be adjusted to reflect any increases that occurred during her/his disability period.

#### Section 6 Right to Return to Original Position after Disability Period

For up to twelve (12) weeks that an Employee is absent under Section 4 above due to an illness or disability, such Employee shall have the right to return to her/his original position if it still exists. This entitlement is renewable for the same illness or disability only after four

(4) weeks following an Employee's return from disability. If the position no longer exists, or if twelve (12) weeks have passed, such Employee shall be placed in any vacant position at the salary of that position which s/he is qualified to perform, with qualifications being determined solely by AFSC. If no such position exists, such Employee shall be separated from the AFSC with rehire rights under Article 11 (Work Force Reduction), Section 4. If the absence exceeds twelve (12) months, such Employee shall be separated from the AFSC.

#### Section 7 Commencement of Coverage of Insurance

Coverage of an Employee under the insurance programs set forth above shall commence on the first of the month following the Employee's hire and the receipt by AFSC of signed enrollment cards. Coverage shall cease upon termination of seniority in accordance with Article 10 (Seniority), Section 2 of this Agreement.

#### Section 8 AFSC's Obligations under this Article

The AFSC's responsibility under this Article, except for Section 4, is limited to the payment of necessary premiums to purchase the insurance described above. It has no liability for the failure or refusal of the insurance carrier(s) to honor an Employee's claim, or to pay benefits, and no such action on the part of the insurance carrier shall be attributable to the AFSC or constitute a breach of this Agreement by the AFSC. Except for Section 4 and for the exceptions described below, under no circumstances shall the AFSC be responsible for paying any benefits under this Article 16. Further, no dispute arising under or related to this Article 16 shall be subject to the Grievance Procedure of this Agreement, except an allegation that the AFSC has failed to fulfill its obligations under Section 4 above, failed to pay the premiums required to purchase the insurance coverage, or an allegation the AFSC improperly changed carriers.

#### Section 9 Confidentiality of Medical Information

Any information whatsoever regarding an Employee's medical condition will be handled with strict confidentiality by AFSC, in accordance with written policy. In particular, access to information regarding an Employee's medical condition will be afforded only those with an identifiable and specific need to know.

### **ARTICLE 17 DEPENDENT CARE**

AFSC will establish a pool of ten thousand (\$10,000) dollars specifically for employee Dependent Care costs in the West Region. All West Region employees are eligible to apply for up to one thousand (\$1000) dollars per fiscal year on a first-come-first-served basis. Once the pool is exhausted, staff will need to wait until the next fiscal year to apply again. This pool is established so that when the Employee must make special provisions for such care in order to attend evening and/or weekend meetings (including conferences, retreats, events, etc.) in which their participation is required. It is the mutual understanding of the parties that no such reimbursement is necessary when such dependent care arrangements can easily be made. An employee may use the dependent care allowance for the care of a child, parent, spouse or partner, or any other person living within their household that requires ongoing care. At the end of each fiscal year, if the Dependent Care Pool has not been exhausted, employees may apply for and be reimbursed up to an additional two

hundred fifty (\$250) dollars on a first-come-first-served basis. All funding from this pool is taxable income.

## **ARTICLE 18 PENSION PLAN**

### Section 1 Pension

Employees who are employed for one thousand (1000) or more hours per year shall be covered by the Amended and Restated Retirement Income Plan of the American Friends Service Committee (hereinafter "Plan"), which shall be administered in accordance with the Plan and applicable law. No AFSC or AFSC action respecting the Plan, nor any disputes relating to the Plan, shall be subject to arbitration under this Agreement, except a claim that the AFSC failed to make a payment as required by the Plan. All other disputes between the AFSC and the Union or Employees(s) shall be resolved in accordance with applicable law.

### Section 2 Medical Insurance for Certain Retirees

- A. Employees who are covered by the Plan, and who retire directly from AFSC service at age 65 or older, shall be provided, at the AFSC's expense, medical insurance to supplement Medicare coverage.
- B. Those Employees who retire directly from AFSC service prior to age 65 may purchase continued coverage in the active Employees' medical plan. For such early retirees, AFSC shall contribute towards medical insurance an amount equal to the premium paid by AFSC for retirees over age 65. Upon reaching age 65, such Employees then become eligible for coverage as described in Section a above.
- C. During periods of open enrollment, the retiree has the prerogative of moving between medical plans. Should the AFSC choose to change the claims procedure or the insurance carriers for such health insurance, such changes shall not be in violation of this Agreement so long as the benefits are substantially similar.

### Section 3 Death Benefit

Employees who retire directly from active service with the AFSC with at least twenty (20) years of seniority shall receive a one thousand (\$1,000) dollar death benefit.

### Section 4 403(b) Plan

- A. Effective October 1, 2007, the AFSC shall make a matching contribution as specified in sub-paragraph (b) hereof to its voluntary Section 403(b) Plan on behalf of each "participating Employee." A participating Employee shall be defined for this purpose as a non-probationary Employee who is regularly scheduled for twenty-one (21) hours or more per week and who has elected to and does participate in the Plan by making a periodic tax-deferred contribution on her/his own behalf.

- B. Such employer contributions shall be made on the same periodic basis as Employee's contributions are made, which shall be quarterly. Except as specified herein, the contribution made by the AFSC towards each participating Employee's account shall match such Employee's contribution, except that there shall be a maximum amount, or "cap", on the employer's contribution in an amount equal to two (2%) percent of such Employee's base salary for the period. An Employee must be employed by the AFSC on the last day of any contribution period in order to receive a matching employer contribution for such period.
- C. Should AFSC raise the maximum contribution, or "cap", for any other AFSC unit, AFSC agrees to apply the same maximum contribution to this contract.

**ARTICLE 19  
STAFF DEVELOPMENT/TRAINING REIMBURSEMENT**

Section 1 Staff Development Benefit

AFSC shall provide up to five hundred dollars (\$500) per Employee per year for staff development. For the purposes of this Article 19, "Staff Development Benefit" shall be deemed to include the cost to an Employee of individualized training or instruction, course, seminar, workshop, or individualized training or instruction. This shall be used for courses, workshops, references or programs designed to improve an Employee's skills or knowledge in an area of interest, or well-being. Requests for such payment shall be submitted to supervisor for approval in writing prior to the training. Denials will be made in writing and will include an explanation and/or reason. Denied employees may appeal the decision by submitting a written request to Regional Director or the appropriate next level of supervision, within ten (10) days. Employees who have already exhausted their annual Staff Development Benefit may request and be granted additional funds. However, requests for additional funds will not be subject to the above listed denial and appeal rights.

Section 2 AFSC Required Training

In addition to the above, AFSC will pay one hundred (100%) percent of all costs for any training and/or seminars or conferences which AFSC, in its sole discretion, believes to be necessary for an Employee's development and training. Such training shall require the approval of the Employee's supervisor and the Regional Director. Training under this Section shall constitute work time. This Section shall apply only if an Employee is required by the AFSC, in writing, to take a course.

**ARTICLE 20  
TIME OFF WITH PAY**

Section 1 Holidays

- A. Except as specified in Sections D and E below, Employees shall be paid at their regular salary rate for the following holidays:

New Year's Day\*  
 Martin Luther King's Birthday (the third Monday in January)  
 Washington's Birthday (the third Monday in February)  
 Cesar Chavez Day  
 Memorial Day (the last Monday in May)  
 Independence Day  
 Labor Day  
 Thanksgiving Day  
 The Friday after Thanksgiving  
 Christmas Eve Day  
 Christmas Day\*

\*see Sections B and C below

- B. When a holiday specified in Section A above falls on Saturday, it shall be observed on the preceding Friday; when such a holiday falls on Sunday, it shall be observed on the following Monday. Moreover, when Christmas Day falls on Thursday, AFSC shall be closed on the following Friday, which day shall be a staff holiday in addition to those listed in Section A above, compensated at the holiday rate of pay.
- C. For the purpose of clarification, the following chart sets forth the schedule of Christmas Eve Day, Christmas Day and New Year's Day holidays and the corresponding AFSC office closings specified in Sections A and B above:

<b>CHRISTMAS AND NEW YEAR'S DAY FALLING ON</b>	<b>HOLIDAY - AFSC OFFICE CLOSING SCHEDULE</b>
Sunday	Friday, December 23 Monday, December 26 Monday, January 2
Monday	Friday, December 22 Monday, December 25 Monday, January 1
Tuesday	Monday, December 24 Tuesday, December 25 Tuesday, January 1
Wednesday	Tuesday, December 24 Wednesday, December 25 Wednesday, January 1
Thursday	Wednesday, December 24 Thursday, December 25 Friday, December 26 Thursday, January 1
Friday	Thursday, December 24 Friday, December 25 Friday, January 1
Saturday	Thursday, December 23 Friday, December 24 Friday, December 31

- D. An Employee who is receiving workers' compensation, time off without pay, or disability pay on the day before and the day after a holiday shall not receive pay for such holiday day before and the day after a holiday shall not receive pay for the holiday.
- E. For part-time Employees, if a holiday falls on a scheduled workday, s/he shall receive the holiday. If a holiday falls on a day in which the Employee is not scheduled to work, s/he shall receive pro-rata compensatory time which shall be utilized within two (2) weeks of the holiday. If the compensatory time is not utilized within two (2) weeks, the Employee will receive the pro-rata holiday pay. The arranging of the compensatory time shall be done with approval of the Employee's supervisor.
- F. Because Thanksgiving and Christmas are not days of celebration for all cultures, an Employee may choose to replace these two (2) holidays with other culturally-relevant holidays. The alternative holiday(s) shall substitute for the traditional holiday(s) listed in Section A above and shall not result in additional paid holiday(s). An Employee who wishes to celebrate an alternative holiday must notify her/his supervisor, in writing, of that desire at least one (1) week before the traditional holiday or the culturally-relevant holiday, whichever comes first.

## Section 2    Vacation Leave

### A.    Accrual Rate

All full-time Employees shall accrue vacation leave at the rate of six (6) hours per pay period, resulting in an annual equivalent of one hundred forty-four (144) hours, except that during any period in which an Employee is receiving workers' compensation or disability pay, or is taking time off without pay, such Employee shall not accrue vacation leave. Employees who work less than full-time shall earn vacation leave on a pro-rata basis.

### B.    Maximum Accrued Vacation

A full-time Employee shall be permitted to accrue up to two hundred sixteen (216) hours of vacation leave, with a pro-rata cap for part-time Employees. Thereafter, any additional accrued vacation leave shall be lost by the Employee unless a recent request to use vacation leave has been denied, in which case the Employee may accrue up to an additional thirty-five (35) hours.

### C.    Vacation Requests

All requests to take vacation leave shall be submitted for approval, in writing, to an Employees' supervisor, consistent with the following:

- 1)    Up to and including five (5) days' vacation – as many days' notice as the number of vacation days requested.
- 2)    More than five (5) days up to and including 10 days' vacation – no less than two (2) weeks' notice.
- 3)    Over ten (10) days' vacation – no less than four (4) weeks' notice.

A good faith effort shall be made to accommodate requests for vacation leave.



D. Vacation Leave Taken for Other Purposes

After an Employee has used all of her/his sick and personal leave, vacation leave shall be available for the purposes listed for those other leaves. When vacation leave is used in lieu of sick or personal leave, the respective notification requirements for those leaves shall apply.

E. Vacation Scheduling and Usage

The AFSC reserves the right to limit the number of Employees granted vacation leave on a given day or week. An Employee shall be able to take vacation leave only up to the number of hours s/he has accumulated.

F. Compensation for Accrued but Unused Vacation

Upon separation, an Employee shall receive compensation for her/his accrued but unused vacation leave.

Section 3 Sick Leave

A. Accrual Rate

All full-time Employees shall earn one and three-quarters (1.75) hours of sick leave per pay period, resulting in an annual equivalent of forty-two (42) hours, or six (6) days (based on a 7-hour work day), except that during any period in which an Employee is receiving workers' compensation or disability pay, or is taking time off without pay, such Employee shall not accrue sick leave. Such accrued sick leave shall be available for use by an Employee when any illness or injury suffered by such Employee which prevents her/him from working. Employees who work less than full-time shall earn sick leave on a pro-rata basis.

B. Maximum Accrued Sick Leave

Sick leave may be accrued up to a maximum of forty-two (42) hours [the equivalent of six (6) days]. Any sick leave accrued in excess of forty-two (42) hours shall be placed in the Employee's Leave Bank as specified in Section 5 below. Upon separation from AFSC, an Employee shall not receive payment for accrued but unused sick leave.

C. Sick Leave Usage

To receive sick leave, an Employee must orally notify his/her supervisor no later than one (1) hour after her/his starting time that s/he will be unable to work, or if the sickness occurs during the work day, immediately upon the decision to seek sick leave. Repeated failure to provide such notification shall be grounds for discipline. In the event of three (3) or more consecutive days of absence due to illness, or recurring patterns of absences due to illness, the AFSC reserves the right to request reasonable proof of illness, such as a doctor's certificate. Fraudulent use of sick leave shall be grounds for discipline. An Employee shall be able to take sick leave only up to the number of hours s/he has accumulated.

Section 4 Personal Leave

A. Accrual Rate

All full-time Employees shall accrue personal leave at the rate of three (3) hours per pay period, resulting in an annual equivalent of seventy-two (72) hours, or ten (10) days and two (2) hours (based on a 7-hour work day), except that during any period in which an Employee is receiving workers' compensation or disability pay, or is taking time off without pay, such Employee shall not accrue personal leave. Employees who work less than full-time shall earn personal leave on a pro-rata basis.

B. Maximum Accrued Personal Leave

An Employee may accrue personal leave up to a maximum of seventy-two (72) hours [the equivalent of ten (10) days, two (2) hours]. Any personal leave accrued in excess of seventy-two (72) hours shall be placed in the Employee's Leave Bank as specified in Section 5 below. Upon separation from AFSC, an Employee shall not receive payment for accrued but unused personal leave.

C. Purpose of Personal Leave

- 1) The purpose of personal leave is to enable the Employee to have time off from work to perform activities during the work week that cannot be scheduled at any other time. Examples include but are not limited to a scheduled doctor's appointment, taking care of a sick child, religious holidays, bereavement periods, or emergencies in the home (e.g., a broken water heater).
- 2) Personal leave shall also be available for use by an Employee who has used all of her/his sick leave and has suffered any illness or injury which prevents her/him from working.

D. Personal Leave Usage

- 1) To receive personal leave, except in the case of an emergency, an Employee must submit a written request for approval to her/his supervisor no later than forty-eight (48) hours before the desired leave. In an emergency, the Employee must orally notify a designated Employee in the regional or area office, generally the Office Manager, no later than one (1) hour after her/his starting time on the day of the desired leave, or if the emergency occurs during the work day, immediately upon the decision to seek personal leave. An Employee shall be able to take personal leave only up to the number of hours s/he has accumulated.
- 2) Personal leave shall not be scheduled in order to extend vacation leave. However, legitimate use of personal leave just before or after a vacation shall be permitted.
- 3) Except in the case of an emergency, the AFSC reserves the right to limit the number of Employees granted personal leave on a given day.

Section 5 Leave Bank

A. Definition of Leave Bank

The Leave Bank for each Employee is a pool of hours generated by excess, unused sick or personal leave, as specified in Sections 3 and 4 of this Article 20.

B. Leave Bank Usage

1) General Usage

An Employee shall have available for use the total number of hours placed in her/his Leave Bank in the event of her/his illness. However, prior to resorting to the Leave Bank, such Employee shall have exhausted all sick and personal leave, and all vacation leave except for a reserve of up to seventy (70) accrued vacation leave hours, which shall be available at the discretion of the Employee.

2) Additional Usage

a) Long and Short Term Disability Supplement

The Leave Bank may be used to supplement Short and Long Term Disability but only up to one hundred (100%) percent of the level of remuneration for such Employee's position prior to receiving the disability benefits.

b) Providing Personal Care

The Leave Bank may be used for the serious illness of a close family member, up to a maximum of ten (10) days; or twenty-five (25%) percent of the available hours in her/his Leave Bank, whichever is greater, in any twelve (12) month period. Serious illness shall be defined as one which incapacitates the individual thereby requiring personal care. "Close family member" shall be defined as parent, child, current spouse or domestic partner, and children of current spouse or domestic partner. The provisions of this sub-section (2) (b) notwithstanding, the AFSC, at its sole discretion, may allow an Employee to use banked leave to care for others who depend on them for care in a time of serious illness.

C. Verification

AFSC reserves the right to request reasonable proof of such illness or situation giving rise to the use of banked leave, such as a doctor's certificate. Fraudulent use of the Leave Bank shall be grounds for discipline.

### General

An Employee shall be able to access the Leave Bank only up to the number of hours s/he has accumulated. Upon separation from AFSC, an Employee shall not receive payment for accrued but unused time in the Leave Bank.

### Section 6 Participation In Approved Outside Activities

Employee participation in Approved Outside activities not explicitly included in the Employee's job description but are generally in the interest of the organization are permissible if the Employee requests and receives authorization from the Regional Director, who shall have sole discretion to approve or deny such requests. After the Regional Director approves the request, Employee must come to agreement with her/his supervisor that the work needs of the office or program can be met during the Employee's absence, with such agreement not being unreasonably withheld.

### Section 7 Donation of Leave

In any twelve (12) month period, an Employee may donate up to two (2) of her/his vacation days to another Employee who has exhausted all of her/his leave. However, the donating Employee must have accumulated over one hundred (100) vacation hours prior to the donation, and the receiving Employee can receive by donation a maximum of ten (10) such vacation days in any twelve (12) month period.

### Section 8 Bereavement Leave

Up to three (3) days of paid leave will be granted for the death of any close family member. "Close family member" shall be defined as a parent, child, current spouse or domestic partner, and children of a current spouse or domestic partner. In the case of the death of a child, bereavement leave shall also be granted for any child that is a step child, an extended family member or is a child in care (i.e., foster child, or a child that is provided guardian services).

AFSC reserves the right to request reasonable proof of the passing of the close family member giving rise to the use of bereavement leave, such as an obituary. Fraudulent use of the bereavement leave shall be grounds for discipline.

## **ARTICLE 21 JURY DUTY**

### Section 1 Jury Duty Leave

An Employee who is required to report for jury duty shall be entitled to leave with pay for scheduled work hours lost as a result of such service. For each hour of such leave taken, the Employee shall be compensated by the AFSC in an amount equal to her/his regular salary rate of pay. An Employee who reports for and is excused from such jury service during normal business hours shall immediately contact her/his supervisor and report for work, if requested. In order to be paid by the AFSC for such leave, the Employee must relinquish to the AFSC within two days after receipt the check received from the Court for having served.

**ARTICLE 22  
EXTENDED AND SABBATICAL LEAVE**

Section 1 Extended Leave

A. Eligibility

All Employees who are regularly scheduled to work twenty-one (21) or more hours per week shall be eligible for an extended leave after ten (10) full years of seniority, and every ten (10) years after the date of return from a prior extended leave or sabbatical.

B. Duration of Leave and Use of Vacation Leave

An Employee who chooses to take extended leave shall be eligible to receive up to six (6) weeks at full pay or up to twelve (12) weeks at one-half pay. If the latter is chosen, the Employee may utilize accrued vacation leave to supplement income up to her/his regular level of remuneration. Also, accrued vacation leave time may be utilized in conjunction with an extended leave.

C. Scheduling of Leave

The scheduling of extended leave shall be subject to approval by the Regional Director.

Section 2 Sabbatical Leave

A. Definition

A sabbatical is a period of leave in which the Employee performs a project which would further the work of the AFSC. The sabbatical and project must be approved by the Regional Director and the HR Director, and shall not be unreasonably denied. Approval shall not be subject to the Grievance Procedure.

To apply for a sabbatical, employees must submit a proposal that includes these elements:

- timeframe for the proposed sabbatical
- outline of the proposed project with tangible outcomes to be achieved
- suggestions for how the employee's work will be performed in her/his absence

If a proposal is denied, the employee will be provided written feedback indicating how the project concept or proposal can be improved to meet approval criteria.

If the revised proposal does not meet approval criteria, employees (if eligible as per Section 1 A) have the option of taking extended leave during a mutually agreed upon timeframe.

If eligible, Employees may take either extended leave or an approved sabbatical, but not both.

**B. Eligibility**

All Employees hired prior to October 1, 2007, who are regularly scheduled to work twenty-one (21) or more hours per week shall be eligible for a sabbatical after six (6) full years of seniority, and every six (6) years after the date of return from a prior sabbatical or extended leave.

All Employees hired after October 1, 2007, who are regularly scheduled to work twenty-one (21) or more hours per week, shall be eligible for a sabbatical after ten (10) full years of seniority, and every ten (10) years after the date of return from a prior sabbatical or extended leave.

**C. Duration of Leave and Use of Vacation Leave**

A sabbatical shall be for a period of time up to twelve (12) weeks at full pay. Accrued vacation leave time may be utilized in conjunction with sabbatical, consistent with Article 20 (Time Off with Pay), Section 2.

**ARTICLE 23  
TIME OFF WITHOUT PAY**

**Section 1 Voluntary Leave without Pay**

For good and valid reasons, and in the sole opinion of the AFSC, an Employee with one (1) or more years of continuous service shall be eligible for a voluntary leave without pay. Such voluntary leave without pay shall be limited to three (3) months during which time the Employee shall continue to receive medical and dental insurance under the same conditions as when s/he was actively employed. The Employee, however, shall not accrue leave time during her/his unpaid leave, nor shall s/he be permitted to prematurely terminate the leave without mutual agreement with the Regional Director of the AFSC. If the Employee becomes disabled during her/his unpaid leave, s/he will retain her/his access to disability benefits. Further, the leave without pay may be extended, at the discretion of the AFSC, for up to an additional three (3) months, but during such extension the Employee will be responsible to pay the cost of all continued fringe benefits.

Upon return from leave without pay, the Employee shall return to her/his original position. When an Employee returns from a voluntary leave without pay, she/he shall not be eligible for another period of leave without pay for one year from the date the Employee returns to the AFSC. The use of voluntary leave without pay in conjunction with vacation time shall be permitted.

Time off without pay may be used for Union Activity such as: conventions, trainings, meetings or conferences, or for temporary employment with the Union. The Union shall indicate in writing union members who request temporary union employment and those members shall be released from work, provided the employee's time off will not interfere with the operating needs of the AFSC.

## Section 2 Formal Leave of Absence

For good and valid reasons, an Employee with one (1) or more years of continuous service shall be eligible for a more extended formal leave of absence. Examples include, but are not limited to, loaning a staff person to another employer, or permitting an Employee to engage in an activity directly related to her/his position at the AFSC. During such leaves of absence, the Employee shall not accrue any fringe benefits. However, AFSC reserves the right to grant certain benefits, at its sole option, on a case-by-case basis. In addition, the Employee may choose, for a period of time not to exceed twelve (12) months, to continue payment of fringe benefits her/himself at group rates. After a formal leave of absence, the Employee shall be placed in any position which s/he is qualified to perform, with such qualifications being determined solely by the AFSC. If no such position exists or will exist in the very near future, the Employee shall be separated from the AFSC. Request for a formal leave of absence shall not be unreasonably denied.

## Section 3 Procedure to Request Time Off without Pay

Except in the case of an emergency, all requests for time off without pay shall be submitted in writing at least four (4) weeks prior to the requested leave to the Regional Director. AFSC reserves the right to request reasonable documentation to substantiate all requests for time off without pay. Fraudulent use of time off without pay shall be grounds for discipline up to discharge.

## Section 4 Family and Medical Leave

### A. General Statement of Compliance

The AFSC and the Union agree that, in the administration of this agreement, both parties shall comply with the terms and requirements of the Family and Medical Leave Act ("FMLA"), Oregon Family Leave Act ("OFLA"), and Washington State Family Care and Leave Acts (referred to collectively as the Acts.) If during the life of this Agreement if any of the above Acts are changed, the parties agree that they will meet to negotiate the impact of these changes.

### B. Medical Leave of Absence

In the event an Employee has a serious health condition, such Employee may receive a medical leave of absence consistent with the terms and conditions of the Acts and Article 16 (Medical, Dental and Disability Insurance.)

### C. Family Leaves of Absence

#### 1. Employees Eligible for Family Leave

The AFSC shall provide family leave of absence without pay to an eligible Employee who wishes to take time off from work duties to fulfill family obligations relating directly to childbirth, adoption, or placement of a

foster *child*; or to care for a *child*, spouse, or parent with a serious health condition. A serious health condition means an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice or residential medical care facility; or continuing treatment by a health care provider.

2. Definition of Eligible Employee

An employee shall be eligible to request family leave only after having completed the amount of hours worked as required by the Law. If an Employee requires a family leave of absence but s/he has not worked the requisite number of days/hours of service, such Employee may apply for a personal leave of absence.

3. Certification for Family Leave

An Employee requesting family leave related to the serious health condition of a child, spouse, or parent may be required to submit a health care provider's certification as provided for in Department of Labor regulations, verifying the need for a family leave to provide care.

4. Length of Family Leave

An eligible Employee may request up to a maximum of twelve (12) weeks of family leave within any twelve (12) month period. Any combination of family leave and medical leave may not exceed this maximum limit except where provided by the Acts' regulations. If this initial period of absence is insufficient, within the discretion of AFSC, consideration shall be given to a written request for a single extension of no more than sixty (60) calendar days. Such Employee requesting an extension shall be required to use any accrued paid time first, before taking unpaid family leave. Further, consistent with Article 20, Time Off With Pay, an Employee may access her/his Leave Bank to cover the unpaid portion of his/her family leave.

5. Employment Benefits during Family Leave

Subject to the terms, conditions, and limitations of the applicable plans, the AFSC shall continue to provide the Employee with AFSC-paid medical and dental insurance, short term disability, long term disability, life insurance and accidental death and dismemberment insurance benefits for the full period of the approved family leave. In the instance where the leave exceeds the maximum limit provided by the Acts, the AFSC shall no longer provide such insurance benefits and the Employee may continue those benefits at her/his own expense.

a) Benefit Accruals during Family Leave

Benefits accruals, such as vacation, sick or paid personal leave, shall be suspended during unpaid FMLA/OFLA leave, and shall resume upon an Employee's return to active employment.



b) Notice Prior to Returning to Work

An Employee on family leave will provide AFSC with as much notice as possible of their intent to return to work.

**ARTICLE 24  
PERFORMANCE EVALUATIONS**

Section 1 Purposes of Performance Evaluations

The performance evaluation is a process through which the work of the Employee is reviewed by her/his supervisor on an annual basis. The purposes of the evaluation shall include, but are not limited to:

- A. Evaluating the Employee's work of the previous year in order to provide clear communication as to strengths and weaknesses, maintain or improve overall effectiveness of performance;
- B. Delineating specific goals and establishing steps for achieving those goals;
- C. Providing a fair, accurate, written record of the work of each Employee;
- D. Reviewing and rewriting the Employee's job description, as necessary;
- E. Providing an opportunity for the Employee to express her/his perspectives about working with the AFSC and discussing the working relationship between the Employee and her/his supervisor; and
- F. If possible, helping the Employee experiences a sense of accomplishment and satisfaction in her/his work.

Section 2 Timing of Evaluations

A. When Performance Evaluations are to Be Performed

The AFSC commits to performing evaluations on an annual basis within three (3) weeks of an Employee's anniversary date, unless the parties mutually agree to an extension. An evaluation shall be considered "performed" when the second part of the evaluation has been reduced to writing, signed by the supervisor and submitted to the Employee and to the Division or Department Head. The supervisor will offer to the Employee an opportunity to sign the evaluation. There shall be four (4) options:

- 1) Acknowledging receipt and agreeing with the evaluation.
- 2) Acknowledging receipt and not agreeing with the evaluation.
- 3) Acknowledging receipt only.
- 4) Employee fails to respond within ten (10) working days during which the Employee is present in the Central Office, with a certification by the supervisor that s/he has given a copy of the evaluation to the Employee.

Thus, if the Employee declines, the supervisor will forward the evaluation indicating on it that the Employee declines to sign the evaluation. Part 1, if available and Part 2 will thereafter be forwarded to the Director of Human Resources.

B. Evaluation Meeting

The supervisor is responsible for scheduling and convening the evaluation meeting. A good faith effort shall be made to schedule the meeting at a mutually convenient time. Discussion in this meeting shall focus on the purposes outlined in Section 1 above. Any criticisms or negative judgments of the Employee must be substantiated by reference to specific behaviors or omissions. Likewise, any criticisms or negative judgments of the supervisor by the Employee, if any are offered, must be substantiated by reference to specific behaviors or omissions. The supervisor shall be responsible for taking notes during the evaluation meeting. To insure accuracy, these notes shall be read back at the end of the meeting with an opportunity for the Employee to suggest changes and/or additions. A copy shall be provided to the Employee.

C. Follow-up

1. Writing Reports

Utilizing the summary notes as reported during the evaluation meeting, the supervisor shall write a draft report to be shared with the Employee before submission to the Regional Director (unless the Regional Director is the immediate supervisor, in which case the evaluation shall be drafted by the Regional Director). The Employee is encouraged to identify portions of the draft report s/he does not agree with and to suggest specific changes which the supervisor may or may not incorporate. In the event the supervisor and Employee cannot agree on a common text, the supervisor's final report shall be submitted. In such an event, the Employee may add a written addendum to go into the Employee's personnel file. The Employee shall be asked to sign the final report to acknowledge receipt. However, failure to sign shall not delay the process.

2. Disposition of Reports

The evaluation reports shall be kept in the Employee's personnel files, along with all other written materials relevant to the findings and conclusions of the evaluation. The Employee's statement regarding the working relationship with her/his supervisor (see Section 1e above) shall also be forwarded to the supervisor's supervisor. In a case where the Employee's supervisor is the Regional Director, the Employee's statement shall be forwarded to the clerk of the Human Resources Committee.

Section 3 Job Descriptions

Any changes in an Employee's job description must first be discussed between the Employee and her/his supervisor, and then reviewed and approved by the Regional Director. The Employee shall have the right to address the Regional Director regarding the proposed changes prior to the final decision. The union may be consulted should the employee disagree with changes to the job description; however any decision by the Region to change a job description is not subject to the Grievance Procedure.

## **ARTICLE 25 INFORMAL MEDIATION**

### Section 1 Request for Informal Mediation

An Employee and his/her supervisor can, by mutual agreement, request the services of a mediator who will meet with these individuals for a limited and defined number of sessions, determined solely by the AFSC before mediation begins, to help them improve their working relationship. These sessions will not supplant the supervisory relationship, but are intended to work on such matters as patterns of communication, expectations, assignments, and giving and receiving feedback.

It is not necessary for the Employee to bring a formal grievance nor for the supervisor to take disciplinary action as a prior condition to requesting Informal mediation. Use of Informal mediation shall be entirely voluntary. Refusal by either party to engage in this process shall not be subject to the Grievance Procedure or used as a basis for disciplinary action. Moreover, Informal mediation shall not be a prerequisite to disciplinary action, nor can discipline be delayed as a result of an agreement to Informal mediation. Once a request for third party assistance has been accepted, the Individuals Involved shall mutually select a mediator. AFSC shall bear the costs of the mediator/facilitator services.

### Section 2 Confidentiality

Mediation sessions under this Article 25 shall be held confidential by the mediator, and the mediator cannot be asked or required to provide testimony in any grievance, arbitration or court procedure. A release shall be executed by the individuals involved to ensure this level of confidentiality. In addition, statements made during Informal mediation sessions cannot be introduced in any subsequent disciplinary or grievance procedure. However, this section shall not preclude the introduction of any information, either oral or written, which either party became aware of outside the informal mediation session. If mediation meetings result in written agreements to which both parties have consented, such documents can be used in subsequent proceedings. Further, the AFSC on behalf of all management, including the committees, and the Union on behalf of itself and all bargaining unit Employees, agree that once the parties have committed to mediation, there shall be no public statements or allegations regarding the matter until mediation is completed. Should this provision be breached, unless the parties agree it was a good faith mistake, mediation shall cease immediately.

## **ARTICLE 26 DISCIPLINE & DISCHARGE**

### Section 1 Progressive Discipline

Early and open communication between the supervisor and Employee helps to identify and resolve difficulties, and is encouraged. If such communication is not possible or successful, progressive discipline shall be used, which shall include, but not be limited to, oral warning, written warning, negative evaluation, period of close supervision with a final warning, suspension with or without pay, and discharge. The Union shall have the right to grieve/arbitrate any form of adverse action involving an Employee.

The following normal steps shall be taken prior to discharge:

- A. Oral warning
- B. Written warning
- C. Period of close supervision
- D. Final written warning

As stated above, in some cases, paid or unpaid suspension may be appropriate. Which steps the AFSC chooses to utilize, skip, repeat or merge, and the amount of time between the steps utilized, shall depend upon the circumstances of each case. Such circumstances may include, but expressly are not limited to, the seriousness of the misconduct or deficient performance, the Employee's length of service, the length of time since the last incident involving this Employee, and other relevant and/or mitigating circumstances. However, except in cases where serious misconduct has been alleged, normally two (2) written warnings shall be given before a period of close supervision.

Unless an Employee engages in conduct specified in Section 4 below, s/he will not be terminated without a period of close supervision, and a final written warning, which may be issued concurrently with a period of disciplinary close supervision. If an Employee has already been disciplined for one type of misconduct, AFSC can take an action of increased severity in the course of progressive discipline if the Employee engages in another type of misconduct. For example, but not to be construed as a limitation, an Employee who has been issued two (2) warning letters due to repeated failure to call in sick could be placed on close supervision if s/he fails to follow AFSC's communication policy.

#### Section 2 Just Cause Provision

No disciplinary action shall be taken without just cause. At any point in a process of discipline, and consistent with Article 8 (Union Activity) Section 2, Union representation shall be available to Employees if they wish.

#### Section 3 Warnings

In any discipline not resulting in an immediate discharge, the AFSC shall advise the Employee truthfully and candidly, in writing, of the conduct complained of, and what is expected to correct the deficient performance, along with an expected time frame to improve her/his conduct and the potential disciplinary consequences if the problem persists. Such a document shall be explained in a face-to-face meeting between the supervisor and Employee, and shall be placed in the Employee's personnel file. Written warnings shall be clearly identified as such. Final written warnings must clearly state that failure to improve performance will result in discharge.

#### Section 4 Close Supervision

An Employee shall not be discharged without a period of close supervision, which period shall generally not exceed two (2) months. In no event shall a period of close supervision exceed four (4) months. Generally this will also entail meetings which will be held at least bi-weekly. If an employee feels the imposition of close supervision is unwarranted, s/he may have the matter reviewed by the Regional Director and/or, after such review, file a grievance. However, a review and/or the filing of a grievance shall not delay the period of close supervision.

In such an event, the supervisor shall meet with the Employee and, if the Employee so desires, her/his Union steward or union representative, and discuss the problems and proposed solutions. Following the meeting, the supervisor shall provide the Employee with a memo summarizing the Employee's strengths and abilities, outlining the nature of the problems, the plans for improvement of performance and the goals to be achieved, as well as the terms and length of the period of close supervision and the schedule for periodic review of progress, which shall occur at least every two (2) weeks.

In certain circumstances, it may be appropriate to merge another step or step(s) of progressive discipline with the period of close supervision, or to modify the terms or length of the period of close supervision. Nothing in this section shall be interpreted as a limitation on AFSC's ability to take further disciplinary action during a period of close supervision in the event that the Employee's performance fails to improve.

However, some levels of Employee misconduct warrant discharge without a period of close supervision such as:

- A. Theft, fiscal irresponsibility resulting in significant financial loss to the AFSC, willful misappropriation or willful destruction of AFSC assets, or assets entrusted to the AFSC;
- B. Willful falsification of records;
- C. Serious incident(s) of sexual harassment, physical abuse or physical harassment;
- D. Any illegal activity which directly and significantly impairs the Employee's ability to perform the functions of her/his position;
- E. Unlawful possession, sale or distribution of a controlled substance in the workplace;
- F. Possession in the workplace of a firearm, or use or threat of use of a dangerous weapon in the workplace.

This is not intended to be an exhaustive list, and conduct which is equally improper, even though not described above, shall be grounds for immediate discharge.

#### Section 5 Process of Discharging an Employee

In the event of a discharge, AFSC shall first notify the Union, and then advise the Employee truthfully and candidly, in writing, of the conduct complained of, with a copy going to the Union. Prior to imposing the discipline, AFSC shall afford the Employee an opportunity to discuss the incident giving rise to the contemplated discipline with management. If the Employee so desires, the Union steward and/or the Union Business Agent shall also be present at this meeting. If the Employee makes her/himself unavailable, the AFSC shall proceed with the discharge.

#### Section 6 Records of Discipline

During any investigation, supervisors shall maintain and keep all investigatory notes and records. S/he shall also create a written record of disciplinary discussions including the date, participants, and major points made or concerns raised in the course of the discussion. Once discipline has been imposed, copies of all notes and records upon which the discipline is based shall be placed in the Employee's personnel file with a copy given to the Employee.

The Employee shall have the right to respond in writing to any written statements in her/his personnel file, which response shall be maintained in the personnel file.

All written records of disciplinary action taken against an Employee shall remain in the Employee's personnel file. If there have been no further incidents of the same or similar conduct as gave rise to the discipline for two (2) years after the incident in question, the records concerning said incident shall not be considered in any decision concerning future disciplinary action to be taken against the Employee. Such records do remain available for all other purposes.

#### Section 7 Notice

When the AFSC discharges an Employee, except when such discharge occurs as a result of Employee misconduct which warrants discharge without close supervision as set forth in Section 4 above, the AFSC shall give notice of discharge as follows:

- A. Two (2) weeks if during the first six (6) months of employment;
- B. Three (3) weeks if more than six (6) months but less than one (1) year of employment;
- C. Four (4) weeks after one (1) year of employment.

Whenever the notice time is less than set forth above, the AFSC shall pay the difference between the amount of salary earned up to the time of notice and the number of weeks of salary which would have been earned in accordance with this schedule.

#### Section 8 Authorization for Suspension without Pay Pending Investigation

In the case of an alleged violation of Section 4 of this Article 26, a supervisor shall have the ability to suspend an Employee without pay pending investigation. If the AFSC concludes the allegations lack merit, the Employee shall be reinstated and be made whole.

## **ARTICLE 27 WORK RULES**

#### Section 1 AFSC's Ability to Make or Change Work Rules

The Union recognizes and agrees that the AFSC shall have the right to make or change reasonable rules and regulations and to require compliance therewith by the Employees. Such rules and regulations shall not conflict with this Agreement and shall be enforced as consistently as reasonably possible.

#### Section 2 Dissemination of Work Rules

The AFSC shall post on its bulletin boards, mail to Employees who work outside of the Seattle office, and furnish the Union with, a written or printed copy of such rules and regulations and all changes therein, and copies of such rules and regulations shall be available to the Employees of the AFSC. New Employees shall be provided a copy of the rules and regulations at the time of employment.

Section 3 Procedure for New or Changed Rules

The Union shall be notified of any proposed changes to existing work rules or the establishment of new work rules. The Union shall have ten (10) days to offer its comments and suggestions concerning the proposed changes or new rules. Such changes or new rules shall not become effective until ten (10) regular work days after final copies thereof have been furnished to the Union and posted on the AFSC's bulletin boards. Upon mutual agreement, a shorter period may be effected. It is agreed the Joint Council may also discuss the issue of work rules.

**ARTICLE 28  
SAFETY AND HEALTH**

Section 1 Safe and Healthy Work Place

The AFSC shall endeavor to provide a safe and healthy environment for its Employees. However, it is recognized some Employees work in facilities not owned or managed by AFSC, the other owners and/or managers of which are not bound by this Agreement. In these circumstances, AFSC shall take all reasonable steps, including legal action, to address bona fide safety or health environmental concerns.

Section 2 Complaint Procedure

Any claimed violation of this Section shall first be presented to the Employee's immediate supervisor. If the matter is not resolved within ten (10) working days, then it shall be presented to the Regional Director and the shop steward. In the event the dispute is not resolved by the Regional Director and the shop steward, the final discussions of the issue shall constitute the event giving rise to a grievance for purposes of the Grievance Procedure. In the event such a grievance is filed, it shall immediately go to Step 3 of the Grievance Procedure.

**ARTICLE 29  
MISCELLANEOUS**

Section 1 Separability Provision

If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement.

Section 2 Headings for Reference Only

The Article and Section headings in this Agreement are for convenience of reference only and shall not be deemed to modify or limit the provisions of this Agreement.

ARTICLE 30  
DURATION

Section 1 Duration and Termination Provision

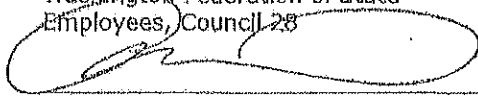
This Agreement shall be in full force and effect through midnight, September 30, 2018. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate this Agreement is given by one party, and received by the other not later July 31 of the succeeding year.

Section 2 Effect of Failure to Reach Agreement by Termination Date

Should one of the parties give proper and timely notice under Section 1 of this Article 30 and negotiations have failed to produce a successor agreement prior to the termination date, the following shall occur:

- A. The Agreement shall be automatically extended indefinitely unless and until one of the parties gives thirty (30) days' written "second notice of termination" of the Agreement, which notice cannot be given until October 1 at the earliest. The notice shall be sent by Certified Mail: Return Receipt Requested. The thirty (30) days shall begin to run from the date of mailing and shall include the date of mailing.
- B. No matter what occurs except for a job action by the Union/Employees, absent agreement with the Union, no changes in wages and/or benefits shall be implemented by the AFSC during the Fiscal Year of the termination of the Agreement until after the end of that Fiscal Year. All other terms and conditions of employment shall be governed by case law under the National Labor Relations Act.

Washington Federation of State  
Employees, Council 28

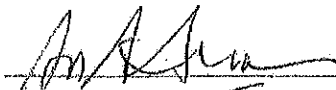


Amy M. Spiegel

WFSE Coordinator of Negotiations

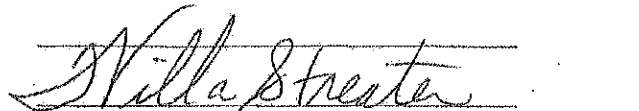
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The American Friends Service Committee



SONIA TUMA

AFSC WEST REGIONAL DIRECTOR



Director of Human Resources