PREAMBLE

This Agreement is entered into by the State of Washington, referred to as the "State," on behalf of each separate Community College District, referred to as the "Employer," and the Washington Public Employees Association/UFCW 365, referred to as the "Union." The Union is the exclusive bargaining representative for all bargaining units certified by the Public Employment Relations Commission.

For descriptive purposes only, a list of the bargaining units currently certified to the Union is listed in Appendix A.

For Union:

Date 7/17/06

For Employer:

Date 7/17/06

ARTICLE 1

NON- DISCRIMINATION

Under this Agreement, discrimination against employees on the basis of religion, age, gender, sex, marital status, race, color, creed, national origin, political affiliation, status as a disabled veteran or Vietnam era veteran, sexual orientation, or the presence of any sensory, mental or physical disability is prohibited, and no unlawful harassment will be tolerated.

For Union:	For Employer:
Date 8/9/06	Date 8/9/06

ARTICLE 2

APPOINTMENT AND REAPPOINTMENT

2.1 Filling Positions

The Employer will determine when a position will be filled, the type of appointment to be used when filling the position, and the skills and abilities necessary to perform the duties of the specific position within a job classification. The Employer will consider internal promotional candidates and employees who are requesting a transfer or voluntary demotion prior to considering other candidates. Consideration will be limited to employees who have the skills and abilities required for the position.

2.2 Appointment and Reemployment

The Employer will make appointments in accordance with the provisions in WAC 357-19, except for provisions relating to the General Government Transition Pool, General Government Non-Permanent Employment, General Government Return-to-Work Initiative Program, and Police Corps Programs.

2.3 Director's Reviews

A. Alleged Violation

Employees may request a review of an alleged violation of WAC 357-19 within thirty (30) calendar days of the date the employee could reasonably be expected to have knowledge of the action giving rise to a rule violation claim or the stated effective date, whichever is later. Such requests must be submitted to the Director of the Washington State Department of Personnel and comply with the provisions of WAC 357-49.

B. Remedial Action

Individuals appointed to a temporary appointment may submit a request for remedial action per WAC 357-19-450. Such requests must be submitted to the Director of the Washington State Department of

Personnel within thirty (30) calendar days of the date the individual could reasonably be expected to have knowledge of the action giving rise to violation of the temporary appointment rules.

2.4 Grievability

The provisions of this Article are not subject to Article 25, Grievance Procedure.

For Union:

Date 8/31/06

For Employer:

Date 8/31/06

ARTICLE 3

PERFORMANCE EVALUATION

3.1 Objective

The performance evaluation process is designed to provide supervisors and employees an opportunity to discuss and record performance planning, feedback and performance outcomes. Supervisors and employees will discuss how the employee's position aligns with the college's mission and goals and the Employer's job requirements.

3.2 Evaluation Process

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

B. The Employer will use the Performance and Development Plan (PDP) developed by the Washington State Department of Personnel. A copy of the performance evaluation will be provided to the employee at the time of the review. The original performance evaluation forms, including the employee's comments, will be maintained in the employee's personnel file.

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

D. The performance evaluation procedure may be grieved; however, the content of the evaluation is not subject to the grievance procedure in Article 25.

3.3 PDP Training

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

For Union:

Date 8/9/06

For Employer:

Date 8/9/06

ARTICLE 4

HOURS OF WORK

4.1 General

A. Full-time Employees

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

B. Overtime-Eligible Employees

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

C. Overtime-Exempt Employees

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

D. Part-time Employees

Employees who are scheduled to work an average of less than forty (40) hours per week.

E. Work Schedules

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

D. Work Shift

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

E. Workday

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

F. Workweek

A regularly re-occurring period of one hundred and sixty eight (168) hours consisting of seven (7) consecutive twenty-four (24) hour periods. Workweeks for employees will begin at 12:01 a.m. Sunday and end at 12:00 midnight the following Saturday.

4.2 Position Designation

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

4.3 Overtime-Eligible Positions--Schedules

A. Regular Work Schedules

The regular work schedule for overtime-eligible employees will not be more than forty (40) hours in a workweek, with starting and ending times as determined by the requirements of the position and the Employer.

B. Alternate Work Schedules

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

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

C. Temporary Schedule Changes

Employees' workweeks and/or work schedules may be temporarily changed with prior notice from the Employer. A temporary schedule change is defined as a change lasting twenty-one (21) calendar days or less. Overtime-eligible employees will receive five (5) calendar days' written notice of any temporary schedule change. The day that notification is given is considered the first day of notice.

D. Permanent Schedule Changes

Employees' workweeks and work schedules may be permanently changed with prior notice from the Employer. Overtime-eligible employees will receive fourteen (14) calendar days' written notice of a permanent schedule change. The day notification is given is considered the first day of notice.

E. Emergency Schedule Changes

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

F. Employee-Requested Schedule Changes

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

4.4 Overtime-Eligible Unpaid Meal Periods

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

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

The Employer and the Union agree that employees working three (3) or more hours longer than a normal workday will be allowed at least one (1) thirty (30) minute meal period.

4.6 Overtime-Eligible Paid Meal Periods for Straight Shift Schedules

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

4.7 Overtime-Eligible Rest Periods

Employees will be allowed rest periods of fifteen (15) minutes for each one (1) half shift of four (4) or more hours worked at or near the middle of each one (1) half shift of four (4) or more hours, taking into account the Employer's work requirements and the employee's wishes. Rest periods do not require relief from duty. Where the nature of the work allows employees to take intermittent rest

periods equivalent to fifteen (15) minutes for each half shift, scheduled rest periods are not required. Rest periods may not be used for late arrival or early departure from work and rest and meal periods will not be combined.

4.8 Overtime-Exempt Employees

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

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

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

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

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

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

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

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

For Union:	**For Employer:**
Date 8/31/06	**Date** 8/31/06

ARTICLE 5

OVERTIME

5.1 Definitions

A. Overtime:

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

B. Overtime Rate:

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

C. Work:

For overtime purposes, work is the time actually spent performing the duties assigned in addition to time during which an employee is excused from work for holidays, sick leave, vacations or compensatory time.

D. Work does not include:

1. Shared leave.

2. Leave without pay.

3. Additional compensation for time worked on a holiday.

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

5.2 Overtime-Eligibility and Compensation

Employees are eligible for overtime compensation under the following circumstances:

Overtime-eligible employees who have prior approval and work more than forty (40) hours in a workweek shall be compensated at the overtime rate.

An employee whose workweek is less than forty (40) hours will be paid at his or her regular rate of pay for all work performed up to forty (40) hours in a workweek and paid at the overtime rate for authorized work of more than forty (40) hours in a workweek.

5.3 General Provisions

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

B. If an employee was not offered overtime for which he or she was qualified, the employee will be offered the next available overtime opportunity for which he or she is qualified. Under no circumstances shall an employee be compensated for overtime that was not worked. There will be no pyramiding of overtime.

5.4 Compensatory Time for Overtime-Eligible Employees

A. <u>Compensatory Time Eligibility</u>

Compensatory time off may be earned in lieu of cash only when an institution and the employee agree. Compensatory time must be granted at the rate of one and one-half (1-1/2) hours of compensatory time for each hour of overtime worked.

B. Maximum Compensatory Time

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

C. Compensatory Time Use

Employees must use compensatory time prior to using vacation leave, unless this would result in the loss of their vacation leave. Compensatory time must be used and scheduled in the same manner as vacation leave, as in Article 9, Vacation Leave. The Employer may schedule an employee to use his or her compensatory time with seven (7) calendar days' notice.

D. Compensatory Time Cash Out

All compensatory time must be used by June 30th of each year. If compensatory time balances are not scheduled to be used by the employee by April of each year, the supervisor shall contact the employee to review his or her schedule. The employee's compensatory time balance will be cashed out every June 30th or when the employee:

1. Leaves state service for any reason,

2. Transfers to a position in their institution with different funding sources, or

3. Transfers to another state agency.

For Union: **For Employer:**

Date 8/31/06 **Date** 8/31/06

ARTICLE 6

TRAINING AND EMPLOYEE DEVELOPMENT

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

The Employer will continue to make funding available to employees covered by this agreement in the same manner and at the same amounts specified in collective bargaining agreements in effect as of ratification of the 2005 – 2007 WPEA/UFCW 365 Higher Education Master Agreement. Nothing in this section will prevent the Employer from increasing opportunities and funding for training and employee development.

6.2 The Employer will continue to provide release time to each employee to participate in training and development activities consistent with the Employer's training and development policies as specified in WAC 357-34.

6.3 An employee may communicate his or her education and skill development training desires annually through the PDP process.

6.4 An employee who wishes to use tuition fee waiver will be allowed to do so in accordance with Employer policy. Employees who wish to enroll in courses at other higher education institutions will abide by the policies of those institutions.

6.5 The Employer will make reasonable attempts to schedule employer-required training during an employee's regular work schedule. Attendance at employer-required training will be considered time worked. Travel associated with training will be paid in accordance with applicable wage and hour laws and OFM travel regulations.

For Union:	**For Employer:**
Date 8/10/06	**Date** 8/10/06

ARTICLE 7

LICENSING AND CERTIFICATION

7.1 The Employer will continue its current practices related to licensure and certification.

7.2 When the Employer requires a new license and/or certification, the Employer will reimburse the employee for the initial cost of the new license and/or certification. Thereafter, the employee will be responsible for maintaining the license and/or certification and for all renewal costs.

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

For Union:	**For Employer:**
Date 8/28/06	**Date** 8/28/06

ARTICLE 8
HOLIDAYS

8.1 Paid Holidays

The following days are paid holidays for all eligible employees:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
The day immediately after Thanksgiving	
Christmas Day	December 25
Personal Holiday	

8.2 Observance of Holidays

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

8.3 Holiday Rules

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

A. Employees will be paid at a straight-time rate even though they do not work.

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

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

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

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

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

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

H. When a holiday falls on the employee's scheduled day off, he or she shall receive an alternate day off.

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

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

1. The beginning of the scheduled night shift that begins on the holiday, or

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

8.4 Personal Holidays

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

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

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

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

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

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

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

E. Personal holidays are pro-rated for less than full-time employees.

F. The pay for a full-time employee's personal holiday is eight (8) hours.

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

H. Part or all of a personal holiday may be used for the care of family members as required by the Family Care Act, WAC 296-130. Any remaining portions of a personal holiday must be taken as one (1) absence, not to exceed the work shift on the day of absence.

For Union:	**For Employer:**
Date 8/28/06	**Date** 8/28/06

ARTICLE 9

VACATION LEAVE

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

9.2 Vacation Leave Credits

After six (6) months of continuous state employment, permanent full-time and less than full-time employees will be credited with vacation leave they accrued during the previous six (6) continuous months, according to the rate schedule and vacation leave accrual below. Thereafter, full-time and part-time employees will be credited with vacation leave accrued monthly, according to the rate schedule and vacation leave accrual below.

9.3 Vacation Leave Accrual

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

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

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

C. Vacation leave will not accrue during leave without pay which exceeds ten (10) working days in any calendar month, nor will credit be given toward the rate of vacation leave accrual except during military leave without pay.

D. Vacation leave accruals for the prior calendar month will be credited and available for employee use the first of the next calendar month.

9.4 Vacation Leave Accrual Rate Schedule

Full Years of Service	Monthly Rates	Hours Per Year
During the first year of continuous state employment	8 hrs	Ninety-six (96)
During the second year of continuous state employment	8 hrs, 40 mins	One hundred and four (104)
During the third and fourth year of continuous state employment	9 hrs, 20 mins	One hundred and twelve (112)
During the fifth, sixth and seventh year of total state employment	10 hrs	One hundred and twenty (120)
During the eighth, ninth and tenth year of total state employment	10 hrs, 40 mins	One hundred and twenty-eight (128)
During the eleventh year of total state employment	11 hrs, 20 mins	One hundred and thirty-six (136)
During the twelfth year of total state employment	12 hrs	One hundred and forty-four (144)
During the thirteenth year of total state employment	12 hrs, 40 mins	One hundred fifty-two (152)
During the fourteenth year of total state employment	13 hrs, 20 mins	One hundred and sixty (160)
During the fifteenth year of total state employment	14 hrs	One hundred sixty-eight (168)
During the sixteenth and succeeding years of total state employment	14 hrs, 40 mins	One hundred seventy-six (176)

9.5 Vacation Scheduling for 24/7 Operations

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

9.6 Vacation Scheduling for All Employees

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

B. When considering requests for vacation leave, the Employer will take into account the desires of the employee but may require that leave be taken at a time convenient to the Employer.

C. Employees will not request or be authorized to take scheduled vacation leave if they do not have sufficient vacation leave to cover such absence.

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

9.7 Family Care

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

9.8 Vacation Cancellation

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

9.9 Vacation Leave Maximum

Employees may accumulate maximum vacation balances not to exceed two hundred and forty (240) hours. However, there are two (2) exceptions that allow vacation leave to accumulate above the maximum:

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

B. An employee may also accumulate vacation leave days in excess of two hundred and forty (240) hours as long as the employee uses the excess balance prior to his or her anniversary date. Any leave in excess of the maximum that is not deferred in advance of its accrual as described above, will be lost on the employee's anniversary date.

9.10 Separation

Any employee, who either resigns with adequate notice or retires, is laid-off or is terminated by the Employer, will be entitled to be paid for vacation leave credits. In addition, the estate of a deceased employee will be entitled to payment for vacation leave credits.

For Union:	**For Employer:**
Date 8/29/06	**Date** 8/29/06

ARTICLE 10
SICK LEAVE

10.1 Sick Leave Accrual

Employees will accrue eight (8) hours of sick leave per month under the following conditions:

A. The employee must be employed for fifteen (15) calendar days or more during the month.

B. Any leave without pay taken during the month will not be counted toward the fifteen (15) calendar day eligibility requirement.

C. Holidays for which the employee is otherwise eligible that fall within the qualifying fifteen (15) calendar days count toward the minimum requirement.

D. Sick leave credit for other than full-time employees will be computed and accrued in an amount proportionate to the time the employee is in pay status during the month to that required for full-time employment.

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

10.2 Sick Leave Use

Sick leave may be used for:

A. A personal illness, injury or medical disability that prevents the employee from performing his or her job, or personal medical or dental appointments.

B. Care of family members as required by the State Family Care Act, WAC 296-130.

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

D. Childcare emergencies after the employee has exhausted all his or her accrued compensatory time. Use of sick leave for emergency childcare is limited to a maximum of three (3) days each per calendar year.

E. To care for a child under the age of eighteen (18) with a health condition that requires treatment or supervision, or to make arrangements for extended care.

F. For family members' medical, dental or optical appointments when the presence of the employee is required, if arranged in advance with the Employer.

10.3 Use of Compensatory Time or Vacation Leave for Sick Leave Purposes

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

10.4 Restoration of Vacation Leave

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

10.5 Sick Leave Reporting and Verification

An employee must promptly notify his or her supervisor on the first day of sick leave and each day after, unless there is mutual agreement to do otherwise. If an employee is in a position where a relief replacement is necessary if they are absent, he or she will notify the supervisor at least two (2) hours prior to the scheduled time to report to work. The employer may require a written medical certificate for any sick leave absence explaining the nature of the illness or absence in circumstances where the Employer suspects an abuse of sick leave. An employee returning to work after any sick leave absence may be required to provide written certification from his or her health care provider that the employee is able to return to work and perform the essential functions of the job with or without reasonable accommodation.

10.6 Sick Leave Annual Cash Out

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

A. Their sick leave balance at the end of the previous calendar year exceeds four hundred and eighty (480) hours;

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

C. They notify their payroll office by January 31st that they would like to convert their sick leave hours earned during the previous calendar year, minus any sick leave hours used during the previous year, to cash.

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

10.7 Sick Leave Separation Cash Out

At the time of retirement from state service or at death, an eligible employee or the employee's estate will receive cash for his or her compensable sick leave balance on a one (1) hour for four (4) hours basis. For the purposes of this Section, retirement will not include "vested out of service" employees who leave funds on deposit with the retirement system.

10.8 Reemployment

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

For Union:

Date 8/31/06

For Employer:

Date 8/31/06

ARTICLE 11

SHARED LEAVE

11.1 Shared Leave

The purpose of the leave sharing program is to permit state employees, at no significantly increased cost to the state for providing leave, to come to the aid of another state employee who has been called to service in the uniformed services or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment. For purposes of the leave sharing program, the following definitions apply:

A. "Employee's relative" normally will be limited to the employee's spouse, child, stepchild, grandchild, grandparent, or parent.

B. "Household members" is defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term will include, but is not limited to, foster children and legal wards. The term does not include persons sharing the same general house when the living style is primarily that of a dormitory or commune.

C. "Severe" or "extraordinary" condition is defined as serious or extreme and/or life threatening.

D. "Service in the uniformed services" means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time national guard duty including state-ordered active duty, and a period for which a person is

absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty.

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

11.2 Shared Leave Receipt

The Employer may permit an employee to receive shared leave if the employee meets the following criteria:

A.

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

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

B. The illness, injury, impairment, condition, or call to service has caused, or is likely to cause, the employee to:

1. Go on leave without pay status; or

2. Terminate state employment.

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

D. The employee has depleted or will shortly deplete his or her:

1. Vacation and sick leave reserves if the employee qualifies under Subsection A.1 of this Section; or

2. Vacation and paid military leave allowed under RCW 38.40.060, if the employee qualifies under Subsection A.2 of this Section.

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

1. Sick leave use if the employee qualifies under Subsection A.1 of this Section; or

2. Military leave if the employee qualifies under Subsection A.2 of this Section.

F. If the injury or illness is work related and the employee has diligently pursued and been found to be ineligible for benefits under RCW 51.32 if the employee qualifies under Subsection A.1 of this Section.

11.3 Shared Leave Use

A. The Employer will determine the amount of leave, if any, which an employee may receive. However, an employee will not receive more than two hundred sixty-one (261) days of shared leave.

B. The Employer may require the employee to submit, prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the employee's required absence, the description of the medical problem, and expected date of return-to-work status. The employee will submit, prior to approval or disapproval, a copy of the military orders verifying the employee's required absence.

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

D. Leave may be transferred from employees of one district to an employee of the same district or, with the approval of the heads of both state agencies/higher education institutions, to an employee of another state agency/higher education institution.

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

F. The receiving employee will be paid his/her regular rate of pay; therefore, the value of one hour of shared leave may cover more or less than one hour of the recipient's salary.

11.4 Leave Donation

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

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

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

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

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

C. The Employer approves the employee's request to donate all or part of his or her personal holiday to an employee authorized to receive shared leave.

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

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

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

11.5 Shared Leave Administration

A. The calculation of the recipient's leave value will be in accordance with applicable Office of Financial Management policies, regulations, and procedures. The leave received will be coded as shared leave and be maintained separately from all other leave balances. All compensatory time, sick leave, and vacation accrued must be used prior to using shared leave when the employee qualifies for shared leave. Accrued vacation and paid military leave allowed under RCW 38.40.060 must be used prior to

using shared leave for employees qualified under Subsection 11.2 of this Article.

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

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

D. Where the employer has approved the transfer of leave by an employee of one agency/institution to an employee of another agency/institution, the agencies/ institutions involved will arrange for the transfer of funds and credit for the appropriate value of leave in accordance with Office of Financial Management policies, regulations, and procedures.

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

F. Any shared leave not used by the recipient will be returned to the donor(s). The remaining shared leave is to be divided on a prorata basis among the donors and reinstated to the respective donors' appropriate leave balances based upon each employee's current salary rate at the time of the reversion. The shared leave returned will be prorated back based on the donor's original donation.

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

H. An employee who uses leave that is transferred under this section will not be required to repay the value of the leave that he or she used.

For Union:	**For Employer:**
Date 8/29/06	**Date** 8/29/06

ARTICLE 12

FAMILY AND MEDICAL LEAVE

12.1

A. Consistent with the federal Family and Medical Leave Act of 1993 (FMLA) and the state Family and Medical Leave Act of 2006, an employee who has worked for the state for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of FMLA leave in a twelve (12) month period for any combination of the following:

1. The birth and to care for a newborn child or placement for adoption or foster care of a child and to care for that child; or

2. Personal medical leave due to the employee's own serious health condition that requires the employee's absence from work; or

3. Family medical leave to care for a spouse, son, daughter, parent or domestic partner as defined by WAC 182-12-260 (2) who suffers from a serious health condition that requires on-site care or supervision by the employee. Son or daughter means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age eighteen (18) of age eighteen (18) or older and incapable of self-care because of a mental of physical disability. Parent means a biological parent of an individual who stands or stood in loco parentis to an employee when the employee was a son or daughter.

B. Entitlement to FMLA leave for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or

the placement of the foster or adopted child. Pregnancy disability leave will be granted for the period of time an employee is sick or temporarily disabled because of pregnancy and/or childbirth and will be in addition to the twelve (12) weeks of FMLA leave.

C. The one thousand two hundred fifty (1,250) hour eligibility requirement noted above does not count vacation leave used as sick leave, sick leave, compensatory time off, or shared leave.

12.2 The twelve (12) week FMLA leave entitlement is available to the employee, provided that the eligibility requirements listed in Section 12.1 are met. The FMLA leave entitlement period will be a rolling twelve (12) month period measured forward from the date an employee begins FMLA leave. Each time an employee takes FMLA leave during the twelve (12) month period, the leave will be subtracted from the twelve (12) weeks of available leave.

12.3 The Employer will continue the employee's existing employer-paid health insurance benefits during the period of leave covered by FMLA. The employee will be required to pay his or her share of heath care premiums.

12.4 The Employer has the authority to designate absences that meet the criteria of the FMLA. The use of any paid or unpaid leave (excluding leave for work-related illness or injury covered by workers' compensation and compensatory time) for FMLA-qualified event will run concurrently with, not in addition to, the use of the FMLA for that event.

12.5 Serious health condition leave consistent with the requirements of the FMLA will be granted to an employee in order to care for a spouse, son, daughter, parent or domestic partner as defined by WAC 182-12-260 (2) who suffers from a serious medical condition that requires on-site care or supervision by the employee. Personal medical leave consistent with the requirements of the FMLA will be

granted to an employee for his or her own serious health condition that requires the employee's absence from work. The Employer may require that such personal medical leave or serious health condition leave be supported by certification from the employee's or family member's health care provider.

12.6 Personal medical leave or serious health condition leave covered by the FMLA may be taken intermittently when certified as medically necessary.

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

12.8 The employee will provide the Employer with not less than thirty (30) days' notice before the FMLA leave is to begin. If the need for the leave is unforeseeable thirty (30) days in advance, then the employee will provide such notice when feasible.

12.9 The employee returning from FMLA will have return rights in accordance with FMLA.

For Union:	**For Employer:**
Date 8/31/06	**Date** 8/31/06