2009-2011

COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN

THE STATE OF WASHINGTON

AND

WASHINGTON FEDERATION OF STATE EMPLOYEES HIGHER EDUCATION (WFSE HE)

EFFECTIVE
JULY 1, 2009 THROUGH JUNE 30, 2011
<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Preamble</strong></td>
<td></td>
</tr>
<tr>
<td>Article 1</td>
<td><strong>Union Recognition</strong></td>
<td>1</td>
</tr>
<tr>
<td>Article 2</td>
<td><strong>Non-Discrimination</strong></td>
<td>1</td>
</tr>
<tr>
<td>Article 3</td>
<td><strong>Workplace Behavior</strong></td>
<td>2</td>
</tr>
<tr>
<td>Article 4</td>
<td><strong>Hiring and Appointments</strong></td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>4.1 Filling Positions</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>4.2 Types of Appointment</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>4.3 Employee Status</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>4.4 Certification of Applicants</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>4.5 Review Periods</td>
<td>6</td>
</tr>
<tr>
<td>Article 5</td>
<td><strong>Temporary Appointments</strong></td>
<td>9</td>
</tr>
<tr>
<td></td>
<td>5.1 Temporary Appointments</td>
<td>9</td>
</tr>
<tr>
<td></td>
<td>5.2 Compensation</td>
<td>9</td>
</tr>
<tr>
<td></td>
<td>5.3 Hours of Work and Overtime</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>5.4 Release Time for Interviews</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>5.5 Suspended Operations</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>5.6 Remedial Action</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>5.7 Privacy and Off-Duty Conduct</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>5.8 Reasonable Accommodation</td>
<td>11</td>
</tr>
<tr>
<td></td>
<td>5.9 Other Provisions</td>
<td>11</td>
</tr>
<tr>
<td></td>
<td>5.10 Grievance</td>
<td>11</td>
</tr>
<tr>
<td>Article 6</td>
<td><strong>Performance Evaluation</strong></td>
<td>12</td>
</tr>
<tr>
<td></td>
<td>6.1 Objective</td>
<td>12</td>
</tr>
<tr>
<td></td>
<td>6.2 Evaluation Process</td>
<td>12</td>
</tr>
<tr>
<td>Article 7</td>
<td><strong>Hours of Work</strong></td>
<td>13</td>
</tr>
<tr>
<td></td>
<td>7.1 Definitions</td>
<td>13</td>
</tr>
<tr>
<td></td>
<td>7.2 Determination</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td>7.3 Overtime-Eligible Employees (excluding 7 (k) law enforcement employees)</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td>7.4 Overtime-Eligible 7 (k) Law Enforcement Employees Work Schedules</td>
<td>16</td>
</tr>
<tr>
<td></td>
<td>7.5 Overtime-Eligible Employees Unpaid Meal Periods</td>
<td>16</td>
</tr>
<tr>
<td>ARTICLE</td>
<td>TITLE</td>
<td>PAGE</td>
</tr>
<tr>
<td>---------</td>
<td>--------------------------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>7.6</td>
<td>Overtime-Eligible Employees Paid Meal Periods for Straight Shift Schedules</td>
<td>17</td>
</tr>
<tr>
<td>7.7</td>
<td>Overtime-Eligible Employees Rest Periods</td>
<td>17</td>
</tr>
<tr>
<td>7.8</td>
<td>Overtime-Eligible Employees – Positive Time Reporting</td>
<td>17</td>
</tr>
<tr>
<td>7.9</td>
<td>All Overtime-Eligible Law Enforcement Employees Subpoenaed to Appear in Court</td>
<td>17</td>
</tr>
<tr>
<td>7.10</td>
<td>Overtime-Exempt Employees</td>
<td>17</td>
</tr>
<tr>
<td>ARTICLE 8</td>
<td>OVERTIME</td>
<td>18</td>
</tr>
<tr>
<td>8.1</td>
<td>Definitions</td>
<td>18</td>
</tr>
<tr>
<td>8.2</td>
<td>Overtime Eligibility and Compensation</td>
<td>19</td>
</tr>
<tr>
<td>8.3</td>
<td>General Provisions</td>
<td>20</td>
</tr>
<tr>
<td>8.4</td>
<td>Compensatory Time for Overtime-Eligible Employees</td>
<td>20</td>
</tr>
<tr>
<td>ARTICLE 9</td>
<td>TRAINING AND EMPLOYEE DEVELOPMENT</td>
<td>21</td>
</tr>
<tr>
<td>9.3</td>
<td>Master Agreement Training</td>
<td>21</td>
</tr>
<tr>
<td>9.6</td>
<td>New Employee Orientation</td>
<td>22</td>
</tr>
<tr>
<td>ARTICLE 10</td>
<td>HOLIDAYS</td>
<td>22</td>
</tr>
<tr>
<td>10.1</td>
<td>Paid Holidays</td>
<td>22</td>
</tr>
<tr>
<td>10.2</td>
<td>Observance of Holidays</td>
<td>23</td>
</tr>
<tr>
<td>10.3</td>
<td>Holiday Rules</td>
<td>23</td>
</tr>
<tr>
<td>10.4</td>
<td>Personal Holidays</td>
<td>24</td>
</tr>
<tr>
<td>ARTICLE 11</td>
<td>VACATION LEAVE</td>
<td>26</td>
</tr>
<tr>
<td>11.2</td>
<td>Vacation Leave Credits</td>
<td>26</td>
</tr>
<tr>
<td>11.3</td>
<td>Vacation Leave Accrual</td>
<td>26</td>
</tr>
<tr>
<td>11.4</td>
<td>Vacation Leave Accrual Rate Schedule</td>
<td>27</td>
</tr>
<tr>
<td>11.5</td>
<td>Vacation Scheduling for 24/7 Operations</td>
<td>27</td>
</tr>
<tr>
<td>11.6</td>
<td>Vacation Scheduling for All Employees</td>
<td>27</td>
</tr>
<tr>
<td>11.7</td>
<td>Family Care</td>
<td>28</td>
</tr>
<tr>
<td>11.8</td>
<td>Military Family Leave</td>
<td>28</td>
</tr>
<tr>
<td>11.9</td>
<td>Domestic Violence Leave</td>
<td>28</td>
</tr>
<tr>
<td>11.10</td>
<td>Use of Vacation Leave for Sick Leave Purposes</td>
<td>28</td>
</tr>
<tr>
<td>11.11</td>
<td>Emergency Childcare</td>
<td>28</td>
</tr>
<tr>
<td>11.12</td>
<td>Vacation Cancellation</td>
<td>28</td>
</tr>
<tr>
<td>11.13</td>
<td>Vacation Leave Maximum</td>
<td>28</td>
</tr>
<tr>
<td>11.14</td>
<td>Separation</td>
<td>29</td>
</tr>
<tr>
<td>ARTICLE 12</td>
<td>SICK LEAVE</td>
<td>29</td>
</tr>
<tr>
<td>12.1</td>
<td>Sick Leave Accrual</td>
<td>29</td>
</tr>
<tr>
<td>12.2</td>
<td>Sick Leave Use</td>
<td>30</td>
</tr>
<tr>
<td>12.3</td>
<td>Use of Compensatory Time, Vacation Leave or Personal Holiday for Sick Leave Purposes</td>
<td>30</td>
</tr>
<tr>
<td>Article 12.4</td>
<td>Restoration of Vacation Leave</td>
<td>31</td>
</tr>
<tr>
<td>Article 12.5</td>
<td>Sick Leave Reporting and Verification</td>
<td>31</td>
</tr>
<tr>
<td>Article 12.6</td>
<td>Sick Leave Annual Cash Out</td>
<td>31</td>
</tr>
<tr>
<td>Article 12.7</td>
<td>Sick Leave Separation Cash Out</td>
<td>31</td>
</tr>
<tr>
<td>Article 12.8</td>
<td>Reemployment</td>
<td>31</td>
</tr>
<tr>
<td>Article 12.9</td>
<td>Carry Forward and Transfer</td>
<td>32</td>
</tr>
</tbody>
</table>

**Article 13** | **Shared Leave** | 32 |
| Article 13.1 | Shared Leave | 32 |
| Article 13.2 | Shared Leave Receipt | 33 |
| Article 13.3 | Shared Leave Use | 34 |
| Article 13.4 | Leave Donation | 35 |
| Article 13.5 | Shared Leave Administration | 36 |

**Article 14** | **Uniformed Service Shared Leave Pool** | 37 |
| Article 14.1 | Purpose | 37 |
| Article 14.2 | Definitions | 38 |
| Article 14.3 | Participation | 38 |
| Article 14.4 | Process | 39 |

**Article 15** | **Family and Medical Leave** | 40 |
| Article 15.5 | Parental and Pregnancy Disability Leave | 42 |

**Article 16** | **Work-Related Injury or Illness** | 44 |

**Article 17** | **Suspended Operations (excluding Central Washington University and Western Washington University)** | 44 |

**Article 18** | **Miscellaneous Paid Leaves** | 45 |
| Article 18.1 | Bereavement Leave | 45 |
| Article 18.2 | Jury Duty Leave | 46 |
| Article 18.3 | Interviews | 46 |
| Article 18.4 | Life-Giving Procedures | 46 |
| Article 18.5 | Personal Leave | 46 |

**Article 19** | **Leave Without Pay** | 48 |
<p>| Article 19.3 | Limitations | 48 |
| Article 19.4 | Returning Employee Rights | 49 |
| Article 19.5 | Military Leave | 49 |
| Article 19.6 | Educational Leave | 49 |
| Article 19.7 | Child or Elder Care Emergencies | 49 |
| Article 19.8 | Cyclic Employment Leave | 49 |
| Article 19.9 | Governmental Service Leave | 49 |</p>
<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>19.10</td>
<td>Citizen Volunteer or Community Service Leave</td>
<td>49</td>
</tr>
<tr>
<td>19.11</td>
<td>Formal Collective Bargaining Leave</td>
<td>49</td>
</tr>
<tr>
<td>19.12</td>
<td>Volunteer Firefighting Leave</td>
<td>49</td>
</tr>
<tr>
<td>19.13</td>
<td>Military Family Leave</td>
<td>50</td>
</tr>
<tr>
<td>19.14</td>
<td>Domestic Violence Leave</td>
<td>50</td>
</tr>
<tr>
<td><strong>Article 20</strong></td>
<td><strong>Safety and Health</strong></td>
<td><strong>50</strong></td>
</tr>
<tr>
<td>20.6</td>
<td>Ergonomic Assessments</td>
<td>51</td>
</tr>
<tr>
<td><strong>Article 21</strong></td>
<td><strong>Uniforms, Tools and Equipment</strong></td>
<td><strong>51</strong></td>
</tr>
<tr>
<td>21.1</td>
<td>Uniforms</td>
<td>51</td>
</tr>
<tr>
<td>21.2</td>
<td>Tools and Equipment</td>
<td>51</td>
</tr>
<tr>
<td><strong>Article 22</strong></td>
<td><strong>Drug and Alcohol Free Workplace</strong></td>
<td><strong>52</strong></td>
</tr>
<tr>
<td>22.2</td>
<td>Possession of Alcohol and Illegal Drugs</td>
<td>52</td>
</tr>
<tr>
<td>22.3</td>
<td>Prescription and Over-the-Counter Medications</td>
<td>52</td>
</tr>
<tr>
<td>22.4</td>
<td>Drug and Alcohol Testing – Safety-Sensitive Functions</td>
<td>52</td>
</tr>
<tr>
<td>22.5</td>
<td>Reasonable Suspicion Testing – All Employees</td>
<td>52</td>
</tr>
<tr>
<td></td>
<td>Performing Safety-Sensitive Functions, and All Western Washington University Employees in Bargaining Units B and E</td>
<td>52</td>
</tr>
<tr>
<td>22.6</td>
<td>Post-Accident Testing – All Employees</td>
<td>53</td>
</tr>
<tr>
<td>22.7</td>
<td>Testing</td>
<td>53</td>
</tr>
<tr>
<td>22.8</td>
<td>Training</td>
<td>54</td>
</tr>
<tr>
<td><strong>Article 23</strong></td>
<td><strong>Travel</strong></td>
<td><strong>54</strong></td>
</tr>
<tr>
<td><strong>Article 24</strong></td>
<td><strong>Commute Trip Reduction and Parking</strong></td>
<td><strong>54</strong></td>
</tr>
<tr>
<td><strong>Article 25</strong></td>
<td><strong>Licensure and Certification</strong></td>
<td><strong>55</strong></td>
</tr>
<tr>
<td>25.2</td>
<td>Conditions of Employment</td>
<td>55</td>
</tr>
<tr>
<td>25.3</td>
<td>Outside Entity Requirements</td>
<td>55</td>
</tr>
<tr>
<td>25.4</td>
<td>Employer Convenience</td>
<td>55</td>
</tr>
<tr>
<td><strong>Article 26</strong></td>
<td><strong>Volunteers and Student Workers</strong></td>
<td><strong>55</strong></td>
</tr>
<tr>
<td><strong>Article 27</strong></td>
<td><strong>Resignation and Abandonment</strong></td>
<td><strong>56</strong></td>
</tr>
<tr>
<td>27.1</td>
<td>Voluntary Resignation</td>
<td>56</td>
</tr>
<tr>
<td>27.2</td>
<td>Unauthorized Absence/Abandonment</td>
<td>56</td>
</tr>
<tr>
<td>27.3</td>
<td>Notice of Separation</td>
<td>56</td>
</tr>
<tr>
<td>27.4</td>
<td>Petition for Reinstatement</td>
<td>56</td>
</tr>
<tr>
<td>27.5</td>
<td>Grievability</td>
<td>56</td>
</tr>
<tr>
<td><strong>Article 28</strong></td>
<td><strong>Privacy and Off-Duty Conduct</strong></td>
<td><strong>56</strong></td>
</tr>
<tr>
<td>ARTICLE 29</td>
<td>DISCIPLINE</td>
<td>57</td>
</tr>
<tr>
<td>ARTICLE 30</td>
<td>GRIEVANCE PROCEDURE</td>
<td>58</td>
</tr>
<tr>
<td>30.2</td>
<td>Terms and Requirements</td>
<td>58</td>
</tr>
<tr>
<td>30.3</td>
<td>Filing and Processing</td>
<td>61</td>
</tr>
<tr>
<td>30.4</td>
<td>Successor Clause</td>
<td>65</td>
</tr>
<tr>
<td>ARTICLE 31</td>
<td>LEGAL DEFENSE</td>
<td>65</td>
</tr>
<tr>
<td>ARTICLE 32</td>
<td>EMPLOYEE ASSISTANCE PROGRAM</td>
<td>65</td>
</tr>
<tr>
<td>ARTICLE 33</td>
<td>EMPLOYEE FILES</td>
<td>65</td>
</tr>
<tr>
<td>33.12</td>
<td>Removal of Documents</td>
<td>66</td>
</tr>
<tr>
<td>ARTICLE 34</td>
<td>REASONABLE ACCOMMODATION AND DISABILITY SEPARATION</td>
<td>67</td>
</tr>
<tr>
<td>ARTICLE 35</td>
<td>LAYOFF AND RECALL</td>
<td>68</td>
</tr>
<tr>
<td>35.2</td>
<td>Basis for Layoff</td>
<td>69</td>
</tr>
<tr>
<td>35.3</td>
<td>Voluntary Layoff, Leave of Absence or Reduction in Hours</td>
<td>69</td>
</tr>
<tr>
<td>35.4</td>
<td>Probationary Employees</td>
<td>69</td>
</tr>
<tr>
<td>35.5</td>
<td>Temporary Layoff – Employer Option</td>
<td>69</td>
</tr>
<tr>
<td>35.6</td>
<td>Layoff Units</td>
<td>70</td>
</tr>
<tr>
<td>35.7</td>
<td>Skills and Abilities</td>
<td>70</td>
</tr>
<tr>
<td>35.8</td>
<td>Options within the Layoff Unit</td>
<td>70</td>
</tr>
<tr>
<td>35.9</td>
<td>Institution-wide Options (excluding Western Washington University)</td>
<td>71</td>
</tr>
<tr>
<td>35.10</td>
<td>Notification to Permanent Employees</td>
<td>72</td>
</tr>
<tr>
<td>35.11</td>
<td>Salary</td>
<td>73</td>
</tr>
<tr>
<td>35.12</td>
<td>Transition Review Period</td>
<td>73</td>
</tr>
<tr>
<td>35.13</td>
<td>Recall</td>
<td>74</td>
</tr>
<tr>
<td>35.14</td>
<td>Project Employment</td>
<td>74</td>
</tr>
<tr>
<td>ARTICLE 36</td>
<td>MANAGEMENT RIGHTS</td>
<td>75</td>
</tr>
<tr>
<td>ARTICLE 37</td>
<td>MANDATORY SUBJECTS</td>
<td>76</td>
</tr>
<tr>
<td>37.3</td>
<td>Release Time</td>
<td>76</td>
</tr>
<tr>
<td>ARTICLE 38</td>
<td>UNION-MANAGEMENT COMMUNICATION COMMITTEE</td>
<td>77</td>
</tr>
<tr>
<td>38.1</td>
<td>Purpose</td>
<td>77</td>
</tr>
<tr>
<td>38.2</td>
<td>Committees</td>
<td>77</td>
</tr>
<tr>
<td>ARTICLE 39</td>
<td>SENIORITY</td>
<td>78</td>
</tr>
<tr>
<td>-----------</td>
<td>-----------</td>
<td>----</td>
</tr>
<tr>
<td>39.1</td>
<td>Definition</td>
<td>78</td>
</tr>
<tr>
<td>39.2</td>
<td>Ties</td>
<td>79</td>
</tr>
<tr>
<td>39.3</td>
<td>Seniority List</td>
<td>80</td>
</tr>
<tr>
<td>39.4</td>
<td>Application</td>
<td>80</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ARTICLE 40</th>
<th>UNION ACTIVITIES</th>
<th>80</th>
</tr>
</thead>
<tbody>
<tr>
<td>40.1</td>
<td>Representation</td>
<td>80</td>
</tr>
<tr>
<td>40.2</td>
<td>Staff Representatives</td>
<td>80</td>
</tr>
<tr>
<td>40.3</td>
<td>Union Stewards</td>
<td>81</td>
</tr>
<tr>
<td>40.4</td>
<td>Employees</td>
<td>82</td>
</tr>
<tr>
<td>40.5</td>
<td>Use of State Facilities, Resources, and Equipment</td>
<td>83</td>
</tr>
<tr>
<td>40.6</td>
<td>Bulletin Boards and Newsstands</td>
<td>84</td>
</tr>
<tr>
<td>40.7</td>
<td>Distribution of Material</td>
<td>84</td>
</tr>
<tr>
<td>40.8</td>
<td>Time Off for Union Activities</td>
<td>84</td>
</tr>
<tr>
<td>40.9</td>
<td>Temporary Employment With the Union</td>
<td>85</td>
</tr>
<tr>
<td>40.10</td>
<td>Employer Committee Meetings</td>
<td>85</td>
</tr>
<tr>
<td>40.11</td>
<td>WFSE Council President and Vice-President</td>
<td>85</td>
</tr>
<tr>
<td>40.12</td>
<td>2011-2013 WFSE HE Master Agreement Negotiations</td>
<td>86</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ARTICLE 41</th>
<th>DUES/FEES DEDUCTION AND STATUS REPORTS</th>
<th>87</th>
</tr>
</thead>
<tbody>
<tr>
<td>41.1</td>
<td>Union Dues/Fees</td>
<td>87</td>
</tr>
<tr>
<td>41.2</td>
<td>Notification to Employees</td>
<td>87</td>
</tr>
<tr>
<td>41.3</td>
<td>Union Security</td>
<td>87</td>
</tr>
<tr>
<td>41.5</td>
<td>Dues/Fees Cancellation</td>
<td>88</td>
</tr>
<tr>
<td>41.6</td>
<td>Voluntary Deduction</td>
<td>88</td>
</tr>
<tr>
<td>41.7</td>
<td>Employee Status Reports</td>
<td>88</td>
</tr>
<tr>
<td>41.8</td>
<td>Indemnification</td>
<td>91</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ARTICLE 42</th>
<th>CLASSIFICATION</th>
<th>91</th>
</tr>
</thead>
<tbody>
<tr>
<td>42.1</td>
<td>Classification Plan Revisions</td>
<td>91</td>
</tr>
<tr>
<td>42.2</td>
<td>Position Review</td>
<td>91</td>
</tr>
<tr>
<td>42.3</td>
<td>Effect of Reallocation</td>
<td>92</td>
</tr>
<tr>
<td>42.4</td>
<td>Salary Impact of Reallocation</td>
<td>93</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ARTICLE 43</th>
<th>COMPENSATION</th>
<th>94</th>
</tr>
</thead>
<tbody>
<tr>
<td>43.1</td>
<td>General Service Pay Range Assignments</td>
<td>94</td>
</tr>
<tr>
<td>43.2</td>
<td>SP Pay Range Assignments</td>
<td>94</td>
</tr>
<tr>
<td>43.3</td>
<td>N1 Pay Range Assignments</td>
<td>94</td>
</tr>
<tr>
<td>43.4</td>
<td>Pay for Performing the Duties of a Higher Classification</td>
<td>95</td>
</tr>
<tr>
<td>43.5</td>
<td>Establishing Salaries for New Employees and New Classification</td>
<td>95</td>
</tr>
<tr>
<td>43.6</td>
<td>Periodic Increases</td>
<td>95</td>
</tr>
<tr>
<td>43.7</td>
<td>Salary Assignment Upon Promotion</td>
<td>96</td>
</tr>
<tr>
<td>Article</td>
<td>Title</td>
<td>Page</td>
</tr>
<tr>
<td>---------</td>
<td>----------------------------------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>43.8</td>
<td>Salary Adjustments</td>
<td>97</td>
</tr>
<tr>
<td>43.9</td>
<td>Demotion</td>
<td>98</td>
</tr>
<tr>
<td>43.10</td>
<td>Transfer</td>
<td>98</td>
</tr>
<tr>
<td>43.11</td>
<td>Reassignment</td>
<td>98</td>
</tr>
<tr>
<td>43.12</td>
<td>Reversion</td>
<td>98</td>
</tr>
<tr>
<td>43.13</td>
<td>Elevation</td>
<td>98</td>
</tr>
<tr>
<td>43.14</td>
<td>Part-Time Employment</td>
<td>98</td>
</tr>
<tr>
<td>43.15</td>
<td>Callback</td>
<td>98</td>
</tr>
<tr>
<td>43.16</td>
<td>Shift Premium</td>
<td>99</td>
</tr>
<tr>
<td>43.17</td>
<td>Standby</td>
<td>99</td>
</tr>
<tr>
<td>43.18</td>
<td>Relocation Compensation</td>
<td>100</td>
</tr>
<tr>
<td>43.19</td>
<td>Salary Overpayment Recovery</td>
<td>100</td>
</tr>
<tr>
<td>43.20</td>
<td>Special Pay Salary Ranges</td>
<td>101</td>
</tr>
<tr>
<td>43.21</td>
<td>Assignment Pay</td>
<td>101</td>
</tr>
<tr>
<td>43.22</td>
<td>Multilingual/Sign Language/Braille Premium Pay</td>
<td>101</td>
</tr>
<tr>
<td>43.23</td>
<td>Dependant Care Salary Reduction Plan</td>
<td>101</td>
</tr>
<tr>
<td>43.24</td>
<td>Pretax Health Care Premiums</td>
<td>102</td>
</tr>
<tr>
<td>43.25</td>
<td>Medical/Dental Expense Account</td>
<td>102</td>
</tr>
<tr>
<td>43.26</td>
<td>Voluntary Separation Incentives – Voluntary Retirement Incentives</td>
<td>102</td>
</tr>
</tbody>
</table>

**Article 44**

**Health Care Benefits Amounts**

- 44.3 Wellness 102

**Article 45**

**Voluntary Employees’ Beneficiary Associations (VEBAs)**

**Article 46**

**Childcare Centers** 103

**Article 47**

**Employee Lounge Facilities** 103

**Article 48**

**Strikes** 103

**Article 49**

**Contracting** 103

**Article 50**

**Shared Services** 104

**Article 51**

**Entire Agreement** 104

**Article 52**

**Savings Clause** 104

**Article 53**

**Printing of Agreement** 105

**Article 54**

**Term of Agreement** 105
# APPENDICES

<table>
<thead>
<tr>
<th>APPENDIX A</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bargaining Units Represented by the Washington Federation of State Employees – Community Colleges, Central Washington University, The Evergreen State College and Western Washington University as of June 17, 2009</td>
<td>A-1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>APPENDIX B</th>
<th>A-3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Higher Education – WFSE - Layoff Units</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>APPENDIX C</th>
<th>A-6</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Service Salary Schedule – July 1, 2009 - June 30, 2011</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>APPENDIX D</th>
<th>A-15</th>
</tr>
</thead>
<tbody>
<tr>
<td>SP Range Salary Schedule – July 1, 2009 - June 30, 2011</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>APPENDIX E</th>
<th>A-17</th>
</tr>
</thead>
<tbody>
<tr>
<td>N1 Range Salary Schedule – July 1, 2009 - June 30, 2011</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>APPENDIX F</th>
<th>A-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assignment Pay</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>APPENDIX G</th>
<th>CENTRAL WASHINGTON UNIVERSITY (CWU)</th>
<th>A-23</th>
</tr>
</thead>
<tbody>
<tr>
<td>G.1</td>
<td>Hours of Work</td>
<td>A-23</td>
</tr>
<tr>
<td>G.2</td>
<td>Overtime</td>
<td>A-23</td>
</tr>
<tr>
<td>G.3</td>
<td>Vacation Leave</td>
<td>A-23</td>
</tr>
<tr>
<td>G.4</td>
<td>Suspended Operations</td>
<td>A-23</td>
</tr>
<tr>
<td>G.5</td>
<td>Miscellaneous Paid Leaves</td>
<td>A-24</td>
</tr>
<tr>
<td>G.6</td>
<td>Employee Files</td>
<td>A-24</td>
</tr>
<tr>
<td>G.7</td>
<td>Layoff and Recall</td>
<td>A-24</td>
</tr>
<tr>
<td>G.8</td>
<td>Compensation</td>
<td>A-24</td>
</tr>
<tr>
<td>G.9</td>
<td>Contracting</td>
<td>A-25</td>
</tr>
<tr>
<td>G.10</td>
<td>Electronic Fund Transfer</td>
<td>A-25</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>APPENDIX H</th>
<th>THE EVERGREEN STATE COLLEGE (TESC)</th>
<th>A-26</th>
</tr>
</thead>
<tbody>
<tr>
<td>H.1</td>
<td>Wellness</td>
<td>A-26</td>
</tr>
<tr>
<td>H.2</td>
<td>Educational Benefits</td>
<td>A-26</td>
</tr>
<tr>
<td>H.3</td>
<td>Parking</td>
<td>A-26</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>APPENDIX I</th>
<th>WESTERN WASHINGTON UNIVERSITY (WWU)</th>
<th>A-27</th>
</tr>
</thead>
<tbody>
<tr>
<td>I.1</td>
<td>Hiring and Appointments</td>
<td>A-27</td>
</tr>
<tr>
<td>I.2</td>
<td>Hours of Work</td>
<td>A-28</td>
</tr>
<tr>
<td>I.3</td>
<td>Overtime</td>
<td>A-29</td>
</tr>
<tr>
<td>I.4</td>
<td>Holidays</td>
<td>A-30</td>
</tr>
</tbody>
</table>
APPENDICES

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>I.5</td>
<td>Vacation Leave</td>
</tr>
<tr>
<td>I.6</td>
<td>Suspended Operations and Inclement Weather</td>
</tr>
<tr>
<td>I.7</td>
<td>Layoff and Recall</td>
</tr>
<tr>
<td>I.8</td>
<td>Union Activities</td>
</tr>
<tr>
<td>I.9</td>
<td>Compensation</td>
</tr>
</tbody>
</table>

MEMORANDUMS OF UNDERSTANDING

PRETAX TRANSPORTATION BENEFIT | A-33

TESC SOCIAL SECURITY | A-34

SIGNATURE PAGES AND INDEX

SIGNATURE PAGES | S-1

INDEX | I-1
PREAMBLE

This Agreement is made and entered into by the State of Washington, referred to as the “State,” on behalf of each separate institution of higher education, referred to as the “Employer,” and the Washington Federation of State Employees (WFSE), AFSCME Council 28, AFL-CIO, referred to as the “Union.”

It is the intent of the parties to establish harmonious employment relations through mutual cooperation, provide fair treatment to all employees, promote the mission of the institutions, recognize the value of all employees and the necessary work they perform, to determine wages, hours and other terms and conditions of employment, and provide methods for prompt resolution of disputes. The Preamble is not subject to the grievance procedure in Article 30.

The following are the Institutions of Higher Education:

<table>
<thead>
<tr>
<th>District</th>
<th>College/University</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>Bellevue College</td>
</tr>
<tr>
<td></td>
<td>Central Washington University</td>
</tr>
<tr>
<td>12</td>
<td>Centralia College</td>
</tr>
<tr>
<td>17</td>
<td>Community Colleges of Spokane</td>
</tr>
<tr>
<td>5</td>
<td>Everett Community College</td>
</tr>
<tr>
<td>10</td>
<td>Green River Community College</td>
</tr>
<tr>
<td>13</td>
<td>Lower Columbia College</td>
</tr>
<tr>
<td>1</td>
<td>Peninsula College</td>
</tr>
<tr>
<td>6</td>
<td>Seattle Community College District</td>
</tr>
<tr>
<td>7</td>
<td>Shoreline Community College</td>
</tr>
<tr>
<td>24</td>
<td>South Puget Sound Community College</td>
</tr>
<tr>
<td>22</td>
<td>Tacoma Community College</td>
</tr>
<tr>
<td></td>
<td>The Evergreen State College</td>
</tr>
<tr>
<td></td>
<td>Western Washington University</td>
</tr>
<tr>
<td>21</td>
<td>Whatcom Community College</td>
</tr>
</tbody>
</table>
ARTICLE 1
UNION RECOGNITION

1.1 The State and the Employer recognize the Union as the exclusive bargaining representative for the employees described in Appendix A.

1.2 This Agreement covers the employees in the bargaining units described in Appendix A, entitled “Bargaining Units Represented by the Washington Federation of State Employees – Community Colleges, Central Washington University, The Evergreen State College and Western Washington University,” but does not cover any statutorily-excluded positions, or any positions excluded in Appendix A. The titles of the jobs listed in Appendix A are listed for descriptive purposes only.

1.3 If the Public Employment Relations Commission (PERC) certifies the Union as the exclusive bargaining representative during the term of this Agreement for a bargaining unit in any of the Employer’s institutions of higher education, the terms of this Agreement will apply.

ARTICLE 2
NON-DISCRIMINATION

2.1 Under this Agreement, neither party will discriminate against employees on the basis of religion, age, sex, marital status, race, color, creed, national origin, political affiliation, military status, status as an honorably discharged veteran, a disabled veteran or Vietnam era veteran, sexual orientation, any real or perceived sensory, mental or physical disability, or because of the participation or lack of participation in union activities. Bona fide occupational qualifications based on the above traits do not violate this Section.

2.2 Employees who feel they have been the subjects of discrimination are encouraged to discuss such issues with their supervisor or other management staff, or file a complaint in accordance with the Employer’s policy. In cases where an employee files both a grievance and an internal complaint regarding the same alleged discrimination, the grievance will be suspended until the internal complaint process has been completed.

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

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

2.5 Both parties agree that nothing in this Agreement will prevent an employee from filing a complaint with the Washington State Human Rights Commission, Office of Civil Rights, or the Equal Employment Opportunities Commission.
ARTICLE 3
WORKPLACE BEHAVIOR

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

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

3.3 This Article is not subject to the grievance procedure in Article 30.

ARTICLE 4
HIRING AND APPOINTMENTS

4.1 Filling Positions
A. The Employer will determine when a position will be filled, the type of appointment to be used when filling the position, and the skills and abilities necessary to perform the duties of the specific position within a job classification. The Employer can fill a position on a full-time or part-time basis. Consideration will be limited to employees who have the skills and abilities required for the position. Positions will be posted for at least ten (10) calendar days.

1. All Employees, except Central Washington University
When filling positions, the Employer will consider employees on the appropriate layoff list and the most senior candidate on the internal layoff list with the required skills and abilities who had indicated an appropriate geographic availability will be appointed to the position. If there are no names on the internal layoff list, the Employer will consider internal promotional candidates and employees who are requesting a transfer or voluntary demotion prior to considering other candidates. The Employer will offer an interview to at least two (2) transfer or voluntary demotion candidates with the skills and abilities required for the position.
2. Central Washington University
When filling a position and there are names on the appropriate layoff list, the Employer will consider all bargaining unit employees on the layoff list and internal bargaining unit university candidates with the required skills and abilities for the specific position. The Employer will offer an interview to at least two (2) transfer or voluntary demotion candidates with the skills and abilities required for the position.

B. An internal promotional candidate is an employee who applies for appointment with his or her university or college/district to a class with a higher salary range maximum.

C. A transfer candidate is an employee who applies for appointment with his or her university or college/district to a position in the same class, same class on a different shift or to a different class with the same salary range maximum.

D. A voluntary demotion candidate is an employee who applies for appointment with his or her university or college/district to a class with a lower salary range maximum.

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

F. Each Employer will establish a posting process that takes into consideration employee accessibility issues to electronic and hard copy notifications, as well as geographical issues.

4.2 Types of Appointment
A. Regular Employment
The Employer may fill a position with a regular employment appointment for positions scheduled to work twelve (12) months per year.

B. Cyclic Year Employment
The Employer may fill a position with a cyclic year appointment for positions scheduled to work less than twelve (12) full months each year, due to known, recurring periods in the annual cycle when the position is not needed. At least fifteen (15) days before the start of each annual cycle, incumbents of cyclic year positions will be informed, in writing, of their scheduled periods of leave without pay in the ensuing cycle. Such periods of leave without pay will not constitute a break in service.
When additional work is required of a cyclic position during a period for which the position was scheduled for leave without pay, the temporary work will be offered to the incumbent. The incumbent will be allowed at least three (3) working days in which to accept or decline the offer. Should the incumbent decline the work, it will be offered to other cyclic employees, in the same classification, with the necessary skills and abilities, in order of seniority, before being filled by other means.

C. Project Employment

1. The Employer may appoint employees into project positions for which employment is contingent upon state, federal, local, grant, or other special funding of specific and of time-limited duration. The Employer will notify the employees, in writing, of the expected ending date of the project employment.

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

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

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

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

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

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

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

D. In-Training Employment

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

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

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

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

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

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

4. A trial service period may be required for each level of the
in-training appointment, or the entire in-training appointment may
be designated as the trial service period. The Employer will
determine the length of the trial service period or periods to be
served by an employee in an in-training appointment.
5. If a trial service period is required for each level of the in-training appointment, the employee will attain permanent status upon successful completion of the training program at each level.

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

4.3 Employee Status
A. Classified Service
   An employee will attain permanent status in the classified service upon completion of a probationary review period.

B. Job Classification
   An employee will attain permanent status in a job classification upon his or her successful completion of a probationary, trial service, or transition review period.

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

4.5 Review Periods
A. Probationary Period
   1. Except for Campus Police Officers, every permanent employee, whether part-time or full-time, following his or her initial appointment to a permanent position, will serve a probationary period of six (6) months. The Employer may extend the probationary period for an individual employee or for all employees in a class as long as the extension does not cause the total period to exceed twelve (12) months.

   Every permanent Campus Police Officer, following his or her initial appointment to a permanent appointment, will serve a probationary period of twelve (12) months following the successful completion of the Washington State Criminal Justice Training Commission’s basic law enforcement academy, or twelve (12) months if academy training is not required.
2. The Employer may separate a probationary employee at any time during the probationary period, whether or not the Employer has evaluated the probationary employee. The Employer will provide the employee one (1) working days’ written notice prior to the effective date of the separation.

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

3. The Employer will extend an employee’s probationary period, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service.

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

B. Trial Service Period

1. Except for those employees in an in-training appointment and Campus Police Officers, all other employees with permanent status who are promoted, or who voluntarily accept a transfer or demotion into a job classification for which they have not previously attained permanent status, will serve a trial service period of six (6) consecutive months. The Employer may extend the trial service period for an individual employee or for all employees in a class as long as the extension does not cause the total trial service period to exceed twelve (12) months.

All employees with permanent status who are promoted or who voluntarily accept a transfer or demotion into the job classification of Campus Police Officer will serve a trial service period of twelve (12) months following the successful completion of the Washington State Criminal Justice Training Commission’s basic law enforcement academy, or twelve (12) months if academy training is not required.
2. Any employee serving a trial service period will have his or her trial service period extended, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service.

3. With three (3) working days’ written notice by the Employer, an employee who does not successfully complete his or her trial service period will be offered a funded position in the same university or college/district that is:

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

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

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

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

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

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

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

   b. At or below the employee’s previous salary range.
If the employee has not attained permanent status in the job classification, the employee will be required to complete a trial service period.

The reversion of an employee who is unsuccessful during his or her trial service period is not subject to the grievance procedure in Article 30.

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

**ARTICLE 5**
**TEMPORARY APPOINTMENTS**

5.1 Temporary Appointments
The Employer may make temporary appointments. Individuals in temporary appointments are limited to one thousand fifty (1,050) hours of work in any twelve (12) consecutive month period from the individual’s original date of hire.

A. Represented Individuals
Excluding students, individuals in temporary appointments who work between three hundred fifty (350) hours and one thousand fifty (1,050) hours during any consecutive twelve (12) month period who are members of the bargaining units identified in Appendix A represented by the Union, are governed by the specific terms of this Article. Unless identified in Section 5.8, below, no other Articles in this Agreement apply to represented individuals.

B. Non-Represented Individuals
All other individuals, including students, in temporary appointments who work less than one thousand fifty (1,050) hours during any consecutive twelve (12) month period are not covered by this Agreement.

The Employer may petition the Director of the Department of Personnel for approval of exceptions to the one thousand fifty (1,050) hour threshold specified above. The Employer will provide the Union with a copy of the petition.

5.2 Compensation
The Employer will continue current practices regarding compensation for represented individuals.
5.3 **Hours of Work and Overtime**
The Employer will assign the hours of work for represented individuals. All hours worked in excess of forty (40) hours in a seven (7) day workweek constitutes overtime. Overtime hours will be compensated at a rate of one and one-half (1-1/2) times the represented individual’s regular rate of pay.

5.4 **Release Time for Interviews**
Release time will be granted to represented individuals for the purposes of interviewing for positions within the employee’s college or university.

5.5 **Suspended Operations**
If the Chief Executive Officer or designee of the university or college/district determines that the public health, property or safety is jeopardized and it is advisable due to emergency conditions to suspend the operation of all or any portion of the university or college/district, the following will govern represented individuals:

A. When prior notice has not been given, represented individuals released until further notice after reporting to work will be compensated for hours worked on the first day of suspended operations.

B. Represented individuals who are not required to work during suspended operations may request and may be granted a schedule change during his or her workweek.

C. Represented individuals who are required to work during suspended operations will receive their regular hourly rate for work performed during the period of suspended operation. Overtime worked during suspended operations will be compensated in accordance with Section 5.3, above.

5.6 **Remedial Action**
A. If a represented individual has worked more than one thousand fifty (1,050) hours in the twelve (12) month period from the individual’s original date of hire, he or she may request remedial action from the Director of the Department of Personnel in accordance with WAC 357-49. Following the Director’s review of the remedial action request, an individual may file exceptions to the Director’s decision in accordance with WAC 357.

B. Remedial action is not subject to the provisions of the grievance procedure specified in Section 5.10, below.

5.7 **Privacy and Off-Duty Conduct**
A. Employees have the right to confidentiality related to personal information and personnel issues to the extent provided/allowed by law. The Employer, the Union and the employees will take appropriate steps to maintain such confidentiality.
B. An employee will report all arrests and any court-imposed sanctions or conditions that affect his or her ability to perform assigned duties to the Human Resources Office or appointing authority within twenty-four (24) hours or prior to his or her scheduled work shift, whichever occurs first.

5.8 Reasonable Accommodation
Sections 34.1 through 34.4 of Article 34, Reasonable Accommodation and Disability Separation, apply to represented individuals.

5.9 Other Provisions
The following Articles in this Agreement apply to represented individuals:

<table>
<thead>
<tr>
<th>Article</th>
<th>Provision</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Non-Discrimination</td>
</tr>
<tr>
<td>20</td>
<td>Safety and Health</td>
</tr>
<tr>
<td>21</td>
<td>Uniforms, Tools and Equipment</td>
</tr>
<tr>
<td>22</td>
<td>Drug and Alcohol Free Workplace</td>
</tr>
<tr>
<td>23</td>
<td>Travel</td>
</tr>
<tr>
<td>24</td>
<td>Commute Trip Reduction and Parking</td>
</tr>
<tr>
<td>25</td>
<td>Licensure and Certification</td>
</tr>
<tr>
<td>31</td>
<td>Legal Defense</td>
</tr>
<tr>
<td>32</td>
<td>Employee Assistance Program</td>
</tr>
<tr>
<td>33</td>
<td>Employee Files</td>
</tr>
<tr>
<td>36</td>
<td>Management Rights</td>
</tr>
<tr>
<td>37</td>
<td>Mandatory Subjects</td>
</tr>
<tr>
<td>38</td>
<td>Union-Management Communication Committee</td>
</tr>
<tr>
<td>40</td>
<td>Union Activities</td>
</tr>
<tr>
<td>41</td>
<td>Dues/Fees Deduction and Status Reports</td>
</tr>
<tr>
<td>46</td>
<td>Childcare Centers</td>
</tr>
<tr>
<td>47</td>
<td>Employee Lounge Facilities</td>
</tr>
<tr>
<td>48</td>
<td>Strikes</td>
</tr>
<tr>
<td>51</td>
<td>Entire Agreement</td>
</tr>
<tr>
<td>52</td>
<td>Savings Clause</td>
</tr>
<tr>
<td>53</td>
<td>Printing of Agreement</td>
</tr>
<tr>
<td>54</td>
<td>Term of Agreement</td>
</tr>
</tbody>
</table>

5.10 Grievance
For the purposes of this Section, a grievance is defined as an allegation by a represented individual or group of represented individuals that there has been a violation, misapplication, or misinterpretation, of a provision of this Agreement that is applicable to represented individuals.

The provisions of Article 30, Grievance Procedure, apply to represented individuals as follows:

30.1 Applies in its entirety.
30.2 A does not apply.
ARTICLE 6

PERFORMANCE EVALUATION

6.1 Objective
The performance evaluation process gives a supervisor an opportunity to discuss performance goals with their employee and assess and review his or her performance with regard to those goals. Supervisors can then provide support to the employee in his or her professional development, so that skills and abilities can be aligned with university or college/district mission and goals. Performance problems should be brought to the attention of the employee at the time of the occurrence to give him or her an opportunity to address the issue.

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

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

1. Reviewing the employee’s performance;

2. Identifying ways the employee may improve his or her performance;

3. Updating the employee’s position description, if necessary;
4. Identifying performance goals and expectations for the next appraisal period; and

5. Identifying employee training and development needs.

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

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

E. The performance evaluation process is subject to the grievance procedure in Article 30. The specific content of a performance evaluation is not subject to the grievance procedure.

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

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

**ARTICLE 7**

**HOURS OF WORK**

7.1 Definitions

A. **Full-time Employees**
   Employees who are scheduled to work forty (40) hours per workweek.

B. **7 (k) Law Enforcement Employees**
   Employees of The Evergreen State College and Western Washington University who work in positions that meet the law enforcement criteria of Section 7 (k) of the Fair Labor Standards Act (FLSA).

C. **Law Enforcement Employees**
   Campus Police at Central Washington University.

D. **Overtime-Eligible Employees**
   Employees who are covered by the overtime provisions of state and federal law.
E. Overtime-Exempt Employees
Employees who are not covered by the overtime provisions of state and federal law.

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

G. 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.

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

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

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

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

7.3 Overtime-Eligible Employees (excluding 7 (k) law enforcement employees)
A. Work Schedules
   1. Regular Work Schedules
      The regular work schedule for overtime-eligible employees will not be more than forty (40) hours in a workweek, with two (2) consecutive days off and starting and ending times as determined by the requirements of the position and the Employer. The Employer may adjust the regular work schedule with prior notice to the employee.
2. Alternate Work Schedules
Workweeks and work shifts of different numbers of hours may be established for overtime-eligible employees by the Employer in order to meet business and customer service needs, as long as the alternate work schedules meet federal and state law. When there is a holiday, employees may be required to switch from their alternate work schedules to regular work schedules.

B. Schedule Changes
1. Temporary Schedule Changes
Employees’ workweeks and/or work schedules may be temporarily changed with prior 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. Notice will normally be given to the affected employees during their scheduled working hours. If an affected employee is on extended leave, notice may be sent to the employee’s last known address. Adjustments in the hours of work of daily work shifts during a workweek do not constitute a temporary schedule change.

2. Permanent Schedule Changes
Employees’ workweeks and work schedules may be permanently changed with prior notice from the Employer. Overtime-eligible employees will receive ten (10) calendar days’ written notice of a permanent schedule change. The day notification is given is considered the first day of notice. Notice will normally be given to the affected employees during their scheduled working hours. If an affected employee is on extended leave, notice may be sent to the employee’s last known address. Adjustments in the hours of work of daily work shifts during a workweek do not constitute a permanent schedule change.

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

4. Employee-Requested Schedule Changes
Overtime-eligible employees’ workweeks and work schedules may be changed at the employee’s request and with the Employer’s approval, provided the Employer’s business and customer service needs are met and no overtime expense is incurred.
C. **Home Phone Calls**
   Time spent on work-related telephone calls received during the employee’s non-work time and subsequent, related employee-initiated calls will be considered time worked.

7.4 **Overtime-Eligible 7 (k) Law Enforcement Employees Work Schedules**
A. The regular work schedule for full-time overtime-eligible 7 (k) law enforcement employees at The Evergreen State College will not be more than one hundred sixty (160) hours in a twenty-eight (28) day period.

B. The regular work schedule for full-time overtime-eligible 7 (k) law enforcement employees at Western Washington University will not be more than one hundred twenty (120) hours in a twenty-one (21) day period.

C. Work schedules may be changed on a temporary, permanent, emergency or employee-requested basis in accordance with Subsections 7.3 B 1 - 4, above.

D. **Home Phone Calls**
   Time spent on work-related telephone calls received during the employee’s non-work time and subsequent, related employee-initiated calls will be considered time worked.

7.5 **Overtime-Eligible Employees Unpaid Meal Periods**
The Employer and the Union agree to unpaid meal periods that vary from and supersede the unpaid meal period requirements required by WAC 296-126-092. Unpaid meal periods for employees working more than five (5) consecutive hours, if entitled, will be a minimum of thirty (30) minutes and will be scheduled as close to the middle of the work shift as possible, taking into account the Employer’s work requirements and the employee’s wishes. Employees working three (3) or more hours longer than a normal workday will be allowed an additional thirty (30) minute unpaid meal period. When an employee’s unpaid meal period is interrupted by work duties, the employee will be allowed to resume 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.
7.6 **Overtime-Eligible Employees Paid Meal Periods for Straight Shift Schedules**
The Employer and the Union agree to paid meal periods that vary from and supersede the paid meal period requirements of WAC 296-126-092. Employees working straight shifts will not receive a paid meal period, but will be permitted to eat intermittently as time allows during their shifts while remaining on duty. Meal periods for employees on straight shifts do not require relief from duty.

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

7.8 **Overtime-Eligible Employees - Positive Time Reporting**
Overtime-eligible employees will accurately report time worked in accordance with a positive time reporting process as determined by each Employer. The Union may request to bargain in accordance with Article 37, Mandatory Subjects.

7.9 **All Overtime-Eligible Law Enforcement Employees Subpoenaed to Appear in Court**
All law enforcement employees who are subpoenaed to appear in court will be compensated a minimum of three (3) hours of work time, provided the court appearance is not immediately proceeding or following the employee’s scheduled shift. Court appearances immediately proceeding or following a scheduled shift will be compensated as actual time worked. All law enforcement employees will verify with the court the evening prior to their appearance to confirm the subpoena is still active and their appearance is required.

7.10 **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 university or college/district 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.

**ARTICLE 8**

**OVERTIME**

8.1 **Definitions**

A. **Overtime**

Overtime is defined as time that an overtime-eligible employee:

1. Works in excess of forty (40) hours per workweek (excluding 7 (k) law enforcement employees);

2. Works in excess of one hundred sixty (160) hours in a twenty-eight (28) day period and the employee is a 7 (k) law enforcement employee at The Evergreen State College; or

3. Works in excess of one hundred twenty (120) hours in a twenty-one (21) day period and the employee is a 7 (k) law enforcement employee at Western Washington University.
B. **Overtime Rate**
In accordance with the applicable wage and hour laws, the overtime rate will be one and one-half (1-1/2) of an employee’s regular rate of pay. The regular rate of pay will not include any allowable exclusions.

C. **Work**
The definition of work, for overtime purposes only, includes:

1. All hours actually spent performing the duties of the assigned job, rounded to the next quarter hour;

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

3. Vacation leave;

4. Sick leave;

5. Compensatory time;

6. Holidays; and

7. Any other paid time not listed below.

D. Work for overtime purposes does not include:
1. Shared leave;

2. Leave without pay;

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

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

8.2 **Overtime Eligibility and Compensation**
Employees are eligible for overtime under the following circumstances:

A. Overtime-eligible employees who have prior approval and work more than forty (40) hours in a workweek will 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 more than forty (40) hours in a workweek.
B. Overtime-eligible 7 (k) law enforcement employees at The Evergreen State College who have prior approval and work in excess of one hundred sixty (160) hours in a twenty-eight (28) day period will be compensated at the overtime rate.

C. Overtime-eligible 7 (k) law enforcement employees at Western Washington University who have prior approval and work in excess of one hundred twenty (120) hours in a twenty-one (21) day period will be compensated at the overtime rate.

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

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

C. 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.

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

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

C. Compensatory Time Use
An employee must use compensatory time prior to using vacation leave, unless this would result in the loss of his or her vacation leave or the employee is using vacation leave for Domestic Violence Leave. Compensatory time must be used and scheduled in the same manner as vacation leave, as in Article 11, Vacation Leave. Employees may use compensatory time for leave as required by the Domestic Violence Leave Act, RCW 49.76. The Employer may schedule an employee to use his or her compensatory time with seven (7) calendar days’ notice.
D. **Compensatory Time Cash Out**

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

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

**ARTICLE 9**

**TRAINING AND EMPLOYEE DEVELOPMENT**

9.1 The Employer and the Union recognize the value and benefit of education and training designed to enhance an employee’s ability to perform his or her job duties. Training and employee development opportunities will be provided to employees in accordance with university or college/district policies and available resources.

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

9.3 **Master Agreement Training**

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

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

C. The Employer will arrange training on this Agreement for all bargaining unit employees. The Employer and the Union recognize the value of, and encourage joint training when possible.

9.4 Employees may communicate their education and skill development training desires annually through the performance evaluation process.

9.5 Employees who wish to use the tuition fee waiver program will be allowed to do so in accordance with the Employer’s current practice or policy, provided it allows employees to register no later than the sixth class day.

9.6 **New Employee Orientation**
   A. When the Employer provides a formal new employee orientation program, the Union will be given an opportunity to have a Union representative speak to the new employees being oriented for not more than thirty (30) minutes to provide information about the Union and this Agreement.

   B. When the Employer provides an informal new employee orientation, the Union will be given an opportunity to have a Union representative speak to the new employees being oriented for not more than fifteen (15) minutes to provide information about the Union and this Agreement.

   C. When the Employer provides new employee orientation on-line, the Employer agrees to provide each new employee with an orientation package provided by the Union.

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**ARTICLE 10**

**HOLIDAYS**

10.1 **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**
10.2 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, or as modified by current institutional practices.

10.3 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 employees who work full monthly schedules throughout their work year will receive holiday pay if they were in pay status on the workday preceding the holiday.

D. Cyclic year employees scheduled to work less than full monthly schedules throughout their work year qualify for holiday compensation if they work or are in pay status 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 the time in pay status during the month to that required for full-time employment.

E. Holiday Pay
   1. Permanent and probationary employees will receive pay equivalent to the employee’s work shift on the holiday, excluding Central Washington University and Western Washington University.

   2. At Central Washington University and Western Washington University full-time and alternate work scheduled employees will receive eight (8) hours of regular holiday pay per holiday. Any differences between the scheduled shift for the day and eight (8) hours may be adjusted by the use of vacation leave, compensatory time or leave without pay. Part-time employees will be entitled to the number of paid hours on a holiday in an amount proportionate to the time in pay status during the month to that required for full-time employment.

F. Nothing precludes the Employer, with prior notice, from switching an employee from an alternate work schedule to a regular work schedule during the week of a holiday.
G.  When a holiday falls on the employee's scheduled workday, that day will be considered the holiday.

H.  **Holidays that fall on the Employee’s Day Off**
1.  Excluding the Central Washington University Steam Plant, when a holiday falls on the employee's scheduled day off the Employer will provide an alternate day off or, by agreement between the employee and the appointing authority or designee, the Employer will pay the employee for the number of holiday hours he or she is entitled to.

2.  At the Central Washington University Steam Plant, when a holiday falls on the employee's scheduled day off, the Employer will provide an alternate day off or pay the employee for the number of holiday hours he or she is entitled to.

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 Employer. 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.

10.4 **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 university or college/district 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 Employer 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 Employer to continue its work efficiently and not incur overtime.
C. Personal holidays may not be carried over to the next calendar year except when an eligible employee’s request to take 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. Employers 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 the absence.

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

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

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

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

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

I. The Employer may allow an employee who has used all of his or her sick leave to use all of a personal holiday for sick leave purposes as provided in Article 12.2 A. An employee who has used all of his or her sick leave may use all of a personal holiday for sick leave purposes as provided in Article 12.2 B – H.
ARTICLE 11
VACATION LEAVE

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

11.2 Vacation Leave Credits
After six (6) months of continuous state employment, employees will be credited with vacation leave they accrued during the previous six (6) continuous calendar months, according to the rate schedule and vacation leave accrual below. Thereafter, employees will be credited with vacation leave accrued monthly, according to the rate schedule and vacation leave accrual below.

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

A. All employees except Central Washington University
   1. 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.
   2. Vacation leave will not accrue during leave without pay that 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.

B. Central Washington University
   1. Employees working less than full-time schedules will accrue vacation leave on the same pro rata basis that their appointment bears to full-time employment.
   2. Full-time employees who have been in pay status for eighty (80) non-overtime hours in a calendar month will accrue vacation leave according to the rate schedule.
   3. Part-time employees will accrue vacation leave in any calendar month in which they are in pay status for the portion of eighty (80) hours that their monthly schedule bears to full-time employment.

C. All Employees
   1. The scheduled period of cyclic year position leave without pay will not be deducted for purposes of computing the rate of vacation leave accrual for cyclic year employees.
2. Vacation leave accruals for the prior calendar month will be credited and available for employee use the first of the next calendar month.

11.4 Vacation Leave Accrual Rate Schedule

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

11.5 Vacation Scheduling for 24/7 Operations

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

11.6 Vacation Scheduling for All Employees

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

B. When considering requests for vacation leave the Employer will take into account the desires of the employee but may require that leave be taken at a time convenient to the Employer.
C. An employee will not request or be authorized to take scheduled vacation leave if he or she will not have sufficient vacation leave to cover such absence at the time the leave will commence.

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

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

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

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

11.10 Use of Vacation Leave for Sick Leave Purposes
The Employer may allow an employee who has used all of his or her sick leave to use vacation leave for sick leave purposes as provided in Article 12.2 A. An employee who has used all of his or her sick leave may use vacation leave for sick leave purposes as provided in Article 12.2 B – H.

11.11 Emergency Childcare
Employees may use vacation leave for childcare emergencies after the employee has exhausted all of his or her accrued compensatory time. Use of vacation leave and sick leave for emergency childcare is limited to a combined maximum of four (4) days per calendar year.

11.12 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.

11.13 Vacation Leave Maximum
Employees may accumulate maximum vacation leave 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 Employer will grant an extension for each month that the Employer must defer the employee’s request for vacation leave.
B. An employee may also accumulate vacation leave days in excess of two hundred and 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.

11.14 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.

ARTICLE 12
SICK LEAVE

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

A. All Employees Except Central Washington University
   1. Employees working less than a full-time schedule will accrue sick leave credit on the same proportional basis that their employment schedule bears to a full-time schedule.
   
      2. Sick leave credit will not accrue for employees during leave without pay which exceeds ten (10) working days in any calendar month.

B. Central Washington University
   1. Full-time employees in pay status for eighty (80) non-overtime hours in a calendar month will accrue sick leave credit.
   
      2. Part-time employees will accrue a prorated amount of sick leave credit in any calendar month in which they are in pay status for the portion of eighty (80) hours that their monthly schedule bears to full-time employment.

C. All Employees
Sick leave accruals for the prior calendar month will be credited and available for employee use the first of the next calendar month.
12.2 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 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, domestic partner, 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, significant other or domestic partner.

D. Childcare emergencies after the employee has exhausted all of his or her accrued compensatory time. Use of sick leave and vacation leave for emergency childcare is limited to a combined maximum of four (4) days 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. Illness or preventive health care appointments of relatives, significant others and domestic partners when the presence of the employee is required.

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

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

12.3 Use of Compensatory Time, Vacation Leave or Personal Holiday for Sick Leave Purposes
The Employer may allow an employee who has used all of his or her sick leave to use compensatory time, vacation leave or all of a personal holiday for sick leave purposes as provided in Article 12.2 A. An employee who has used all of his or her sick leave may use compensatory time, vacation leave or all of a personal holiday for sick leave purposes as provided in Article 12.2 B – H.
12.4 Restoration of Vacation Leave
In the event an employee is injured or becomes ill while on vacation leave, the employee may submit a written request to use sick leave and have the equivalent amount of vacation leave restored. The supervisor may require a written medical certificate.

12.5 Sick Leave Reporting and Verification
An employee must promptly notify his or her supervisor on his or her 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 he or she is absent, he or she will notify his or her supervisor at least two (2) hours prior to his or her scheduled time to report to work (excluding leave taken in accordance with the Domestic Violence Act). If the Employer suspects abuse, the Employer may require a written medical certificate for any sick leave absence. An employee returning to work after any sick leave absence may be required to provide written certification from 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.

12.6 Sick Leave Annual Cash Out
Each January an employee is eligible to receive cash on a one (1) hour for four (4) hours basis for ninety-six (96) hours or less of his or her accrued sick leave, if:

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

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

C. The employee notifies his or her payroll office by January 31st that he or she would like to convert sick leave hours earned during the previous calendar year, minus any sick leave hours used during the previous year, to cash.

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

12.7 Sick Leave 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.

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

12.9 **Carry Forward and Transfer**

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

**ARTICLE 13**

**SHARED LEAVE**

13.1 **Shared Leave**

The purpose of the leave sharing program is to permit state employees, at no significantly increased cost to the State, of providing leave to come to the aid of another state employee who has been called to service in the uniformed services, who is responding to a state of emergency anywhere within the United States declared by the federal or state government, who is a victim of domestic violence, sexual assault, or stalking, or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition, which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment. For purposes of the leave sharing program, the following definitions apply:

A. “Domestic violence” means physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury, or assault, between family or household members as defined in RCW 26.50.010; sexual assault of one family or household member by another family or household member; or stalking as defined in RCW 9A.46.110 of one family or household member by another family or household member.

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

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

D. "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.
E. "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.

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

G. “Sexual assault” has the same meaning as in RCW 70.125.030.

H. “Stalking” has the same meaning as in RCW 9A.46.110.

I. "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.

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

13.2 Shared Leave Receipt

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

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;

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

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

4. The employee is a victim of domestic violence, sexual assault, or stalking.
B. The illness, injury, impairment, condition, call to service, emergency volunteer service, or consequence of domestic violence, sexual assault, or stalking 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 leave, sick leave and personal holiday if the employee qualifies under 13.2 A.1;
2. Vacation leave and paid military leave allowed under RCW 38.40.060 if the employee qualifies under 13.2 A.2; or
3. Vacation leave or personal holiday if the employee qualifies under 13.2 A.3 or 13.2 A.4.

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

1. Sick leave use if the employee qualifies under 13.2 A.1 and 13.2 A.4; or

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

13.3 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 will require the employee to submit, prior to approval or disapproval:

1. A medical certificate from a licensed physician or health care practitioner verifying the employee’s required absence, the description of the medical problem, and expected date of return-to-work status for shared leave under 13.2 A.1;
2. A copy of the military orders verifying the employee’s required absence for shared leave under 13.2 A.2; or
3. Proof of acceptance of an employee’s offer to volunteer for either a governmental agency or a nonprofit organization during a declared state of emergency for shared leave under 13.2 A.3.

C. The Employer may require the employee to submit, prior to approval or disapproval, verification of the employee’s status as a victim of domestic violence, sexual assault or stalking for shared leave under 13.2 A.4. Such verification will be in accordance with the Domestic Violence Leave Act, RCW 49.76 and may be one or more of the following:

1. An employee’s own written statement;

2. A statement from an attorney or advocate, member of the clergy, or medical or other professional; and/or

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

D. The Employer 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.

E. Leave transferred may be transferred from employees of one (1) 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.

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

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

H. Eight (8) hours a month of accrued and/or shared leave may be used to provide for the continuation of benefits as provided for by the Public Employee’s Benefit Board.

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

13.4 Leave Donation
An employee may donate vacation leave, sick leave, or personal holiday to another employee for purposes of the leave sharing program under the following conditions:
A. The Employer approves the employee’s request to donate a specified amount of vacation leave to an employee authorized to receive shared leave; and

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

2. Employees may not donate excess vacation leave that they would not be able to take due to an approaching anniversary date; except when the request for vacation leave was denied and the vacation leave was deferred.

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.

13.5 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 paid leave accrued must be used prior to using shared leave when the employee qualifies for shared leave under 13.2 A.1. Accrued vacation leave and paid military leave allowed under RCW 38.40.060 must be used prior to using shared leave for employees qualified under 13.2 A.2. All paid leave, except sick leave, must be used prior to using shared leave when the employee qualifies for shared leave under 13.2 A.3 and 13.2 A.4.
B. An employee on leave transferred under these rules will continue to be classified as a state employee and will receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued vacation leave or sick leave.

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

D. Where Employers have approved the transfer of leave by an employee of one (1) 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). Before returning unused leave, the Employer will obtain a statement from the receiving employee’s doctor verifying whether the employee’s injury or illness is resolved. The remaining shared leave is to be divided on a pro rata basis among the donors and reinstated to the respective donors’ appropriate leave balances based upon each employee’s current salary rate at the time of the reversion. The shared leave returned will be prorated back based on the donor’s original donation.

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

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

**ARTICLE 14**

**UNIFORMED SERVICE SHARED LEAVE POOL**

14.1 **Purpose**
The uniformed service shared leave pool was created so that state employees who are called to service in the uniformed services will be able to maintain a level of compensation and employee benefits consistent with the amount they would have received had they remained in active state service. The pool allows employees to donate leave to be used as shared leave to fellow state employees called to service in the uniformed services. Employee participation will be voluntary at all times. The Military Department, Department of Personnel and Office of Financial Management will administer the pool.
14.2 Definitions
For purposes of this Article only, the following definitions apply:

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

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

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

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 for 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.

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

1. The employee is entitled to accrue vacation leave, sick leave, or a personal holiday.
2. The employee has been called to service in the uniformed services.
3. The call to service has caused, or is likely to cause, the employee to go on leave without pay status or terminate state employment.
4. The employee’s absence and the use of shared leave are justified.
5. The employee has depleted or will shortly deplete his or her annual leave and paid military leave allowed under RCW 38.40.060.
6. The employee has followed the Employer’s policy regarding military leave.

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

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

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

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

14.4 Process

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

B. Employees requesting to receive leave from the uniformed service shared leave pool must also comply with the Military Department procedures for requesting and receiving leave from the uniformed service shared leave pool. Employees requesting leave from the uniformed shared leave pool should provide the university or college/district an earnings statement verifying military salary and orders of service, most current state leave and earnings statement, a completed uniformed service shared leave pool recipient request form, and notification of any change. The employee must also provide copies of earnings statements and orders of service when requested by the Military Department.

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

D. Shared leave, in combination with military salary, will not exceed the level of the employee’s state monthly salary. Up to eight (8) hours per month of shared leave may be withdrawn and used to continue coverage under the Public Employees’ Benefit Board, regardless of the employee’s monthly salary and military salary.
E. The receiving employee continues to be classified as a state employee and receives the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued vacation or sick leave.

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

14.5 This Article is not subject to the grievance procedure.

ARTICLE 15
FAMILY AND MEDICAL LEAVE

15.1 A. Consistent with the federal Family and Medical Leave Act of 1993 (FMLA) and any amendments thereto and the state Family Leave Act of 2006 (FLA), 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 one or more of the following reasons 1 - 4:

1. Parental leave for 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;

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

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), or age eighteen (18) or older and incapable of self-care because of a mental or physical disability. Parent means a biological parent or an individual who stands or stood in loco parentis to an employee when the employee was a son or daughter; and/or

4. A qualifying exigency, as defined by the Department of Labor, arising from the fact that the spouse, or a son, daughter or parent of the employee is on active duty or has been notified of an impending call to active duty in the Armed Forces in support of a contingency operation.
Active duty means a call or order to active duty under a provision of law referred to in section 101 (a) (13) (B) of title 10, United States Code. Contingency operations is defined in section 101 (a) (13) of title 10, United States Code.

5. Servicemember Family Leave will be provided to an eligible employee who is the spouse, child, parent or next of kin of a covered servicemember to take up to twenty-six (26) workweeks of leave in a single twelve (12) month period to care for the covered servicemember who is suffering from a serious illness or injury incurred in the line of duty.

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

B. Servicemember Family Leave Definitions
1. “Covered Servicemember” means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for serious injury or illness.

2. “Next of Kin”, used with respect to an individual, means the nearest blood relative of that individual.

3. “Serious Injury or Illness” means in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces that may render the member unfit to perform the duties of the member’s office, grade, rank or rating.

C. 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.

D. The one thousand two hundred fifty (1,250) hour eligibility requirement noted above does not count paid time off such as time used as vacation leave, sick leave, personal holidays, compensatory time off, or shared leave.
15.2 The twelve (12) week FMLA leave entitlement is available to the employee, provided that eligibility requirements listed in Section 15.1 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.

15.3 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 health care premiums. The Employer may require an employee to exhaust all paid leave prior to using any leave without pay, except that the employee will be allowed to use eight (8) hours a month of accrued leave during each month to provide for the continuation of benefits as provided for by the Public Employees Benefit Board.

15.4 The Employer has the authority to designate absences that meet the criteria of the FMLA.

A. All Employees except Central Washington University and Western Washington University

The use of any paid or unpaid leave (excluding leave for compensable work-related illness or injury and compensatory time) for a FMLA-qualifying event will run concurrently with, not in addition to, the use of the FMLA for that event. An employee, who meets the eligibility requirements listed in Section 15.1, may request FMLA run concurrently with absences due to work-related illness or injury covered by workers’ compensation at any time during the absence. Employees will not be required to exhaust all paid leave prior to using any leave without pay for a compensable work-related injury or illness.

B. Central Washington University and Western Washington University

The use of any paid or unpaid leave (excluding compensatory time) for a FMLA-qualifying event will run concurrently with, not in addition to, the use of the FMLA for that event. Employees will not be required to exhaust all paid leave prior to using any leave without pay for a compensable work-related injury or illness.

C. All Employees

An employee using paid leave during a FMLA qualifying event must follow the notice and certification requirements relating to FMLA usage in addition to any notice requirements relating to the paid leave.

15.5 Parental and Pregnancy Disability Leave

A. Parental leave will be granted to the employee for the purpose of bonding with his or her natural newborn, adoptive or foster child. Parental leave may extend up to six (6) months, including time covered by the FMLA, during the first year after the child's birth or placement. Leave beyond the
period covered by the FMLA and pregnancy disability may only be denied by the Employer due to operational necessity. Such denial may be grieved beginning at the top internal step of the grievance procedure in Article 30.

B. Parental leave may be a combination of the employee's accrued vacation leave, sick leave for pregnancy disability or other qualifying events, personal holiday, compensatory time, or leave without pay. Parental leave may be taken on an intermittent or reduced schedule basis in accordance with Subsection 15.5 A.

C. 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 any leave granted under the FMLA or Washington state family leave laws.

15.6 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, serious health condition leave, or serious illness or injury leave be supported by certification from the employee’s, family member's, or covered servicemember’s health care provider.

15.7 Personal medical leave, serious health condition leave, or serious injury or illness leave covered by the FMLA may be taken intermittently or on a reduced schedule basis when certified as medically necessary.

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

15.9 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 as is reasonable and practicable.

15.10 An employee returning from FMLA leave will have return rights in accordance with FMLA.

15.11 Both parties agree that nothing in this Agreement will prevent an employee from filing a complaint regarding FMLA with the Department of Labor or the Department or Labor and Industries.
ARTICLE 16
WORK-RELATED INJURY OR ILLNESS

Compensable Work-Related Injury or Illness Leave
An employee who sustains a work-related illness or injury that is compensable under the state workers’ compensation law may select time-loss compensation exclusively or leave payments in addition to time-loss compensation. Employees who take sick leave, vacation leave or compensatory time during a period in which they receive time-loss compensation will receive full sick leave, vacation leave or compensatory time pay in addition to any time-loss payments. Notwithstanding Section 19.1, of Article 19, Leave Without Pay, the Employer may separate an employee in accordance with Article 34, Reasonable Accommodation and Disability Separation.

ARTICLE 17
SUSPENDED OPERATIONS
(EXCLUDING CENTRAL WASHINGTON UNIVERSITY AND WESTERN WASHINGTON UNIVERSITY)

17.1 If the Chief Executive Officer or designee of the college/district determines that the public health, property or safety is jeopardized and it is advisable due to emergency conditions to suspend the operation of all or any portion of the college/district, the following will govern employees:

A. Employees scheduled and not required to work during suspended operations will have no loss in pay for the first day.

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

1. Vacation leave;
2. Personal holiday;
3. Personal Leave;
4. Accrued compensatory time (where applicable);
5. Sick leave, up to a maximum of three (3) days in any calendar year, once all vacation leave, personal holiday or compensatory time is exhausted or none is available;
6. Leave without pay; or
7. Employee-requested schedule changes in accordance with Article 7.3 B.4 and 7.8 F and G.
C. The Employer will identify the services required during suspended operations and notify employees required to work in accordance with the Employer's suspended operations procedures. Upon request, the Human Resources Office will make the suspended operations written procedures available to an employee.

D. Employees required to work during suspended operations will have no loss in pay for the first day of suspended operations and will receive penalty pay of one-half (1/2) times their regular pay for work performed during the first day of suspended operations.

E. After the first day of suspended operations, employees required to work during suspended operations will receive one and one-half (1-1/2) times their regular pay for work performed during the remaining period of suspended operations.

F. Employees not receiving callback, who are required to work during suspended operations will receive a minimum of two (2) hours of pay for each day worked.

G. Any overtime worked during suspended operations will be compensated according to Article 8, Overtime, of this Agreement.

H. During suspended operations when there are unsafe driving conditions or other hazards, the Chief Executive Officer or designee may allow off duty employees to remain at the college/district.

17.2 The options listed in Subsection 17.1 B, above, will be made available to employees who are unable to report to work due to severe inclement weather.

ARTICLE 18
MISCELLANEOUS PAID LEAVES

18.1 Bereavement Leave
Up to three (3) days of paid bereavement leave will be granted for the death of any family member or household member that requires the employee’s absence from work. Family members are defined for this purpose as mother, father, stepmother, stepfather, sister, brother, mother-in-law, father-in-law, domestic partner’s mother, domestic partner’s father, spouse, domestic partner, grandparent, grandchild, son, daughter, stepchild, and a child in the custody of and residing in the home of an employee. In addition, sick leave may be used for the death of a family member per Article 12.2 C.
18.2 Jury Duty Leave
Leave of absence with pay will be granted to employees for jury duty. An employee will be allowed to retain any compensation paid to him or her for his or her jury duty service. An employee will inform the Employer when notified of a jury summons and will cooperate in requesting a postponement of service if warranted by business demands. An employee whose work shift is other than a day shift will be considered to have worked a full work shift for each workday during the period of jury duty. If a day shift employee is released from jury duty and there are more than two (2) hours remaining on his or her work shift, the employee will call his or her supervisor and may be required to return to work.

18.3 Interviews
A. Positions with the Employee’s College/University
Paid leave will be granted for the purposes of taking an examination or interviewing for positions with the employee’s college/university. Employee-requested schedule changes may be granted in accordance with Article 7, Hours of Work, when taking an examination or interviewing.

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

18.4 Life-Giving Procedures
Employees will be granted paid leave, not to exceed two (2) hours per incident, as needed for the purpose of participating in life-giving procedures. A “life-giving procedure” is defined as a medically-supervised procedure involving the testing, sampling, or donation of blood, platelets, organs, fluids, tissues, and other human body components for the purposes of donation, without compensation, to a person or organization for medically necessary treatments. Employees will provide reasonable advance notice before taking such leave and will provide written proof from an accredited medical institution, physician or other medical professional that the employee participated in a life-giving procedure.

18.5 Personal Leave
A. An employee may choose one (1) workday as a personal leave day each fiscal year during the life of this Agreement if the employee has been continuously employed by the university or college/district for more than four (4) months.

B. The university or college/district will release the employee from work on the day selected for personal leave if:
1. The employee has given at least fourteen (14) calendar days' written notice to the supervisor. However, the supervisor has the discretion to allow a shorter notice period.

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

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

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

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

E. The pay for a full-time employee’s personal leave day is eight (8) hours.

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

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

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

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

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

The phrase “each fiscal year” in 18.5 A above will expire with the expiration of the 2009-2011 Agreement.

18.6 The Employer will not be responsible for per diem, travel expenses or overtime under this Article.
ARTICLE 19
LEAVE WITHOUT PAY

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

A. Family and Medical Leave (Article 15);
B. Compensable work-related injury or illness leave (Article 16);
C. Military leave;
D. Cyclic employment;
E. Volunteer firefighting leave
F. Military family leave; or
G. Domestic violence leave.

19.2 Leave without pay may be granted for the following reasons:

A. Educational leave;
B. Child or elder care emergencies;
C. Governmental service leave;
D. Citizen volunteer or community service leave;
E. Conditions applicable for leave with pay;
F. Union Activities (Article 40);
G. Formal collective bargaining leave; or
H. As otherwise provided for in this Agreement.

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

A. Compensable work-related injury or illness leave;
B. Educational leave;
C. Governmental service leave;
D. Military leave;
E. Cyclic employment leave;
F. Leave for serious health condition taken under the provisions of Article 15, Family and Medical Leave;
G. Leave taken voluntarily to reduce the effect of a layoff;
H. Leave authorized in advance by an appointing authority as part of a plan to reasonably accommodate a person of disability;
I. Leave to participate in union activities;

J. Volunteer firefighting leave; or

K. Domestic violence leave.

19.4 Returning Employee Rights
Employees returning from authorized leave without pay will be employed in the same position or in another position in the same job classification, as determined by the Employer, provided that such reemployment is not in conflict with other articles in this Agreement. The employee and the Employer may enter into a written agreement regarding return rights at the commencement of the leave.

19.5 Military Leave
In addition to twenty-one (21) working days of paid leave granted to employees for active duty or active duty training, unpaid military leave will be granted in accordance with RCW 38.40.060 and applicable federal law. Employees on military leave will be reinstated as provided in RCW 73.16 and applicable federal law.

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

19.7 Child or Elder Care Emergencies
Leave without pay, compensatory time or paid leave may be granted for child or elder care emergencies.

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

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

19.10 Citizen Volunteer or Community Service Leave
Leave without pay may be granted for community volunteerism or service.

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

19.12 Volunteer Firefighting Leave
Leave without pay will be granted when an employee who is a volunteer firefighter is called to duty to respond to a fire, natural disaster or medical emergency.
19.13 Military Family Leave
In accordance with the Military Family Leave Act, RCW 49.77, leave without pay will be granted to an employee whose spouse is on leave from deployment or before and up to deployment, during a period of military conflict. Use of leave without pay, compensatory time, vacation leave, sick leave, personal leave and all or part of a personal holiday is limited to a combined maximum of fifteen (15) working days per deployment. Employees must provide the Employer with five (5) business days notice after receipt of official notice that the employee’s spouse will be on leave or of an impending call to active duty.

19.14 Domestic Violence Leave
In accordance with the Domestic Violence Leave Act, RCW 49.76, leave without pay, including intermittent leave, will be granted to an employee who is a victim of domestic violence, sexual assault or stalking. Family members of a victim of domestic violence, sexual assault or stalking will be granted leave without pay to help the victim obtain treatment or seek help. Family member for the purpose of domestic violence leave includes child, spouse, parent, parent-in-law, grandparent or a person the employee is dating. The Employer may require verification from the employee requesting leave.

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

ARTICLE 20
SAFETY AND HEALTH

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

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

B. Employees will comply with all safety practices and standards established by the Employer.

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

20.2 Employees will take an active role in creating a safe and healthy workplace by reporting immediate safety issues to their supervisor(s), following the chain of command, and other safety issues to their safety committee and/or safety officer for review and action, as necessary. All parties will comply with WAC 296-360-150 regarding unsafe work assignments. The Employer will address reported unsafe working conditions and take appropriate action.
20.3 The Employer will determine and provide the required safety devices, personal protective equipment and apparel, which employees will wear and/or use. The Employer will provide employees with orientation and/or training to perform their jobs safely. In addition, if necessary, training will be provided to employees on the safe operation of equipment prior to use.

20.4 Each Employer will form joint safety committees, in accordance with WISHA requirements, at each work location where there are eleven (11) or more employees. Meetings will be conducted in accordance with WAC 296-800-13020. Committee recommendations will be forwarded to the appropriate appointing authority for review and action, as necessary. Employee participation in joint safety committee meetings held during the employee’s work time will be considered time worked. Employees may request work schedule adjustments to participate. No overtime or compensatory time will be paid as a result of participation in joint safety committee meetings held during the employee’s non-work hours.

20.5 The Employer encourages employee wellness. The Employer will provide employees access to wellness facilities and resources consistent with other employee groups.

20.6 Ergonomic Assessments
At the request of the employee, the Employer will ensure that an ergonomic assessment of the employee’s work station is completed by a person trained to conduct ergonomic assessments. Solutions to identified issues/concerns will be implemented within available resources.

**ARTICLE 21  UNIFORMS, TOOLS AND EQUIPMENT**

21.1 Uniforms
The Employer may require employees to wear uniforms. Where required, the Employer will determine and provide the uniform or an equivalent clothing allowance. The Employer will continue its current practices regarding the provision and maintenance of required uniforms and specialized clothing and footwear.

21.2 Tools and Equipment
As established by current practices, the Employer may determine and provide necessary tools, tool allowance, equipment and foul weather gear. The Employer will repair or replace employer-provided tools and equipment if damaged or worn out beyond usefulness in the normal course of business. Employees are accountable for equipment and/or tools assigned to them and will maintain them in a clean and serviceable condition.
21.3 The Employer will make a reasonable effort to provide prior notice to employees when assigning tasks that require clothing other than normal attire.

**ARTICLE 22**

**DRUG AND ALCOHOL FREE WORKPLACE**

22.1 All employees must report to work in a condition fit to perform their assigned duties unimpaired by alcohol or drugs. Each institution is required to comply with the Drug-Free Schools and Communities Act (DFSCA) and the Drug-Free Schools and Campuses Regulations in order to be eligible for federal funding.

22.2 **Possession of Alcohol and Illegal Drugs**
Employees may not use or possess alcohol while on duty, except when authorized by Employer policy. The possession or use of illegal drugs is strictly prohibited.

22.3 **Prescription and Over-the-Counter Medications**
Employees taking physician-prescribed or over-the-counter medications, if there is a substantial likelihood that such medication will affect job safety, must notify their supervisor or other designated official of the fact that they are taking a medication and the side effects of the medication.

22.4 **Drug and Alcohol Testing – Safety-Sensitive Functions**

A. Employees required to have a Commercial Driver’s License (CDL) are subject to pre-employment, post-accident, random and reasonable suspicion testing in accordance with the U.S. Department of Transportation rules, Coast Guard Regulations (46 CFR Part 16) or the Federal Omnibus Transportation Employee Testing Act of 1991. The testing will be conducted in accordance with current Employer policy.

B. In addition, employees who perform other safety-sensitive functions are subject to pre-employment, post-accident, post-firearm shooting incidents and reasonable suspicion testing. The testing will be conducted in accordance with Employer policy. For the purposes of this Article, employees who perform other safety-sensitive functions are those positions where an employee is issued a firearm and those licensed health care professionals who administer or dispense medications as a part of their job duties.

22.5 **Reasonable Suspicion Testing – All Employees Performing Safety-Sensitive Functions, and All Western Washington University Employees in Bargaining Units B and E**

A. Reasonable suspicion testing for alcohol or controlled substances may be directed by the Employer for any employee performing safety-sensitive functions or any employee of Western Washington University in bargaining units B and E when there is reason to suspect that alcohol or controlled substance use may be adversely affecting the employee’s job performance or that the employee may present a danger to the physical safety of the employee or another.
B. Specific objective grounds must be stated in writing that support the reasonable suspicion. Examples of specific objective grounds include but are not limited to:

1. Physical symptoms consistent with controlled substance and/or alcohol use;

2. Evidence or observation of controlled substance or alcohol use, possession, sale, or delivery; or

3. The occurrence of an accident(s) where a trained manager, supervisor or lead worker suspects controlled substance/alcohol use may have been a factor.

C. Referral

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

22.6 Post-Accident Testing – All Employees

Post-accident drug and alcohol testing may be conducted by the Employer for any employee when a work-related incident has occurred involving death, serious bodily injury or significant property/environmental damage, or the potential for death, serious bodily injury, or significant property/environmental damage, and when the employee’s action(s) or inaction(s) either contributed to the incident or cannot be completely discounted as a contributing factor. Referral for post-accident testing will be made in accordance with Subsection 22.5 C, above.

22.7 Testing

Employees must submit to alcohol and/or controlled substance testing when required by the Employer, in accordance with Sections 22.4, 22.5 and 22.6, above. A refusal to test is considered the same as a positive test. When an employee is referred for testing, he or she will be removed immediately from duty and transported to the collection site. The cost of testing, including the employee’s salary, will be paid by the Employer.

Testing will be conducted in such a way to ensure maximum accuracy and reliability by using the techniques, chain of custody procedures, equipment and laboratory facilities, which have been approved by the U.S. Department of Health and Human Services. An employee notified of a positive controlled substance or alcohol test result may request an independent test of his or her split sample at the employee’s expense. If the test result is negative, the Employer will reimburse the employee for the cost of the split sample test.
An employee who has a positive alcohol test and/or a positive controlled substance test may be subject to disciplinary action, up to and including dismissal, based on the incident that prompted the testing, including a violation of the drug and alcohol free workplace rules.

22.8 Training
Training will be made available to managers, supervisors and shop stewards. Attendance at training will be considered time worked. The training will include:

A. The elements of the Employer’s Drug and Alcohol Free Workplace Program;

B. The effects of drugs and alcohol in the workplace;

C. Behavioral symptoms of being affected by controlled substances and/or alcohol; and

D. Rehabilitation services available.

ARTICLE 23
TRAVEL

Employees required to travel in order to perform their duties will be reimbursed for any authorized travel expenses (e.g., mileage and/or per diem), in accordance with the regulations established by the Office of Financial Management and university or college/district policy.

ARTICLE 24
COMMUTE TRIP REDUCTION AND PARKING

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

24.2 The Employer and the Union recognize the value of compressed workweeks, flextime arrangements and telecommuting/telework.

24.3 Employees will continue to be eligible to park in designated college parking areas in accordance with Employer policies. The Employer may establish and charge parking fees, assess fines for violations of motor vehicle and parking regulations, order the removal of vehicles parked in violation of regulations at the expense of the violator, and seek collection of any unpaid fines.
In the event another group of university or college/district employees, not covered by this Agreement, is permitted to purchase employee-parking permits at a lower rate, the lower rate will automatically be applied to employees covered by this Agreement at that university or college/district.

**ARTICLE 25**

**Licensure and Certification**

25.1 The Employer will continue its current practices related to licensure and certification or comply with 25.2, 25.3 and 25.4 below, whichever provides the greater benefit to the employee.

25.2 **Conditions of Employment**

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

25.3 **Outside Entity Requirements**

When an outside entity, e.g., by state regulation or local ordinance, requires a new license and/or certification following the appointment of the employee into the affected position, the 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.

25.4 **Employer Convenience**

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

25.5 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.

**ARTICLE 26**

**Volunteers and Student Workers**

The Employer will utilize volunteers and student workers only to the extent they supplement and do not supplant bargaining unit employees. Volunteers and student workers will not supervise bargaining unit employees.
ARTICLE 27
RESIGNATION AND ABANDONMENT

27.1 **Voluntary Resignation**
The Employer may permit an employee to withdraw his or her resignation at any time prior to the effective date.

27.2 **Unauthorized Absence/Abandonment**
When an employee has been absent without authorized leave and has failed to contact the Employer for a period of three (3) consecutive days, the employee is presumed to have resigned from his or her position. The Employer will make reasonable attempts to contact the employee to determine the cause of the absence. Such reasonable attempts will include calling the employee at his or her contact phone number and any emergency contacts on file with the Employer.

27.3 **Notice of Separation**
When an employee’s resignation is presumed in accordance with Section 27.2 above, the Employer will separate the employee by sending a separation notice to the employee by certified mail to the last known address of the employee. Such notice will include information regarding eligibility for continuation of medical benefits.

27.4 **Petition for Reinstatement**
An employee who has received a separation notice in accordance with Section 27.3, above, may petition the Employer in writing to consider reinstatement. The employee must provide proof that the absence was involuntary or unavoidable. The petition must be received by the Employer or postmarked within seven (7) calendar days after the separation notice was deposited in the United States mail.

27.5 **Grievability**
Denial of a petition for reinstatement is grievable. The grievance may not be based on information other than that shared with the Employer at the time of the petition for reinstatement.

ARTICLE 28
PRIVACY AND OFF-DUTY CONDUCT

28.1 Employees have the right to confidentiality related to personal information and personnel issues to the extent provided/allowed by law. The Employer, the Union and the employees will take appropriate steps to maintain such confidentiality.

28.2 The off-duty activities of an employee may be grounds for disciplinary action if said activities are a conflict of interest as set forth in RCW 42.52, are detrimental to the employee’s work performance or the program of the university or college/district, or otherwise constitutes just cause. An employee will report all arrests and any court-imposed sanctions or conditions that affect his or her ability
to perform assigned duties to the Human Resources Office or appointing authority within twenty-four (24) hours or prior to his or her scheduled work shift, whichever occurs first.

**ARTICLE 29**

**DISCIPLINE**

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

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

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

29.4 The Employer has the authority to conduct investigations.

29.5 A. Upon request, an employee has the right to a union representative at an investigatory interview called by the Employer, if the employee reasonably believes discipline could result. An employee may also have a union representative at a pre-disciplinary meeting. If the requested representative is not reasonably available, the employee will select another representative who is available. An employee seeking representation is responsible for contacting his or her representative.

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

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

29.7 Prior to imposing discipline, except oral or written reprimands, the Employer will inform the employee and the union staff representative in writing of the reasons for the contemplated discipline and an explanation of the evidence, copies of written documents relied upon to take the action and the opportunity to view other evidence, if any. This information will be sent to the union staff representative on the same day it is provided to the employee. The employee will be provided an opportunity to respond either at a meeting scheduled by the Employer, or in writing if the employee prefers. A pre-disciplinary meeting with the Employer will be considered time worked.
29.8 The Employer will provide an employee with fifteen (15) calendar days’ written notice prior to the effective date of a reduction in pay or demotion.

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

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

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

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

ARTICLE 30
GRIEVANCE PROCEDURE

30.1 The Union and the Employer agree that it is in their best interest to resolve disputes at the earliest opportunity and at the lowest level. Whenever possible, disputes should be resolved informally prior to filing a formal written grievance. To that end, all supervisors and employees are encouraged to engage in free and open discussions about disputes.

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

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

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

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

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

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

F. Modifications
No newly alleged violations may be made after the initial written grievance is filed, except by written mutual agreement.
G. **Resolution**
   If the Employer provides the requested remedy or a mutually agreed-upon alternative, the grievance will be considered resolved and may not be moved to the next step.

H. **Withdrawal**
   A grievance may be withdrawn at any time.

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

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

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

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

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

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

O. **Grievance Files**
   Written grievances and responses will be maintained separately from the employee’s personnel file.

P. **Election of Remedies**
   Arbitrating a claim under this Article constitutes a waiver of the right to pursue the same claim before the Equal Employment Opportunity Commission, the Human Rights Commission, or in a judicial or other forum. Pursuit of a claim before the Equal Employment Opportunity Commission, the Human Rights Commission, or in a judicial or other forum constitutes a waiver of the right to pursue the same claim through arbitration under this Article.
30.3 Filing and Processing

A. Filing
A grievance must be filed within twenty-eight (28) days of the occurrence giving rise to the grievance, or the date the grievant knew or could reasonably have known of the occurrence. Grievances at Central Washington University and Western Washington University must be filed within twenty-one (21) days of the occurrence giving rise to the grievance, or the date the grievant knew or could reasonably have known of the occurrence. Grievances at The Evergreen State College must be filed within forty-nine (49) days of the occurrence giving rise to the grievance, or the date the grievant knew or could reasonably have known of the occurrence.

The twenty-one (21), twenty-eight (28), or forty-nine (49) day periods above should be used to attempt to informally resolve the dispute. The union steward or staff representative will indicate when a discussion with the Employer is an attempt to informally resolve a dispute.

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

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

Step 1: Supervisor, Manager or Designee
If the issue is not resolved informally, the Union may file a written grievance to the supervisor or designee, with a copy to the Human Resources Office, within the twenty-one (21), twenty-eight (28), or forty-nine (49) day periods described in 30.3 A. The Employer will designate a supervisor, manager or designee who will meet in person or confer by telephone with a union steward and/or staff representative and the grievant within fourteen (14) days of receipt of the grievance, and will respond in writing to the Union within fourteen (14) days after the meeting.

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

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

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

**Note:** Central Washington University (CWU), The Evergreen State College (TESC) and Western Washington University (WWU) will have 2-step internal grievance processes. For CWU, the appointing authority or designee will hear Step 1 grievances, and the Assistant Vice President for Human Resources or designee will hear Step 2 grievances. For TESC, the supervisor, manager or designee will hear Step 1 grievances, and the appropriate Vice President or designee will hear Step 2 grievances. For WWU, the supervisor, manager or designee will hear Step 1 grievances, and the University Human Resources Director or designee will hear Step 2 grievances.

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

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

   If the grievance is not resolved at the final internal step, the Union may file a request for mediation with the Public Employment Relations Commission (PERC) in accordance with WAC 391-55-020, with a copy to the Office of Financial Management/Labor Relations Office (OFM/LRO) and the university’s or college’s/district’s Human Resources Office within thirty (30) days of receipt of the final internal step decision. In addition to all other filing requirements, the request must include a copy of the grievance and all previous responses.

2. **Non-Disciplinary and Written Reprimand Grievances (excluding disability separations)**

   If the grievance is not resolved at the final internal step, the Union may request a PARM by filing the written grievance including a copy of all previous responses with the Director
of the OFM/LRO and the university’s or college’s/district’s Human Resources Office within thirty (30) days of receipt of the final internal step decision. Within fifteen (15) days of the receipt of all the required information, the OFM/LRO will either:

i. Notify the Union in writing that a PARM will be scheduled with the OFM/LRO Director or designee, the university’s or college’s/district’s Human Resources Office representative, and the Union’s staff representative to review and attempt to settle the dispute.

OR

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

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

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

1. Later introduced as evidence;

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

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

Step 5: Arbitration

If the grievance is not resolved at mediation or a PARM, or the OFM/LRO Director or designee notifies the Union in writing that no PARM will be scheduled, the Union may file a demand for arbitration. The demand to arbitrate the dispute must be filed with the American Arbitration Association (AAA) within thirty (30) days of the mediation session, PARM or receipt of the notice that no PARM will be scheduled. Simultaneous with filing, copies of the demand for arbitration will be provided to the Human Resources Office and OFM/LRO.
D. **Selecting an Arbitrator**
The parties will select an arbitrator by mutual agreement or by alternately striking names supplied by the AAA, and will follow the Labor Arbitration Rules of the AAA unless they agree otherwise in writing.

E. **Authority of the Arbitrator**
1. The arbitrator will:
   a. Have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;
   b. Be limited in his or her decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it;
   c. Not make any award that provides an employee with compensation greater than would have resulted had there been no violation of this Agreement;
   d. Not have the authority to order the Employer to modify staffing levels or to direct staff to work overtime.

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

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

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

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

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

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

30.4 Successor Clause
Grievances filed during the term of the 2009–2011 Agreement will be processed to completion in accordance with the provisions of the 2009–2011 Agreement.

ARTICLE 31
LEGAL DEFENSE

If a bargaining unit employee becomes a defendant in a civil liability suit arising out of actions taken or not taken in the course of his or her employment for the State, the employee has the right to request representation and indemnification through his or her university or college/district according to RCW 4.92.

ARTICLE 32
EMPLOYEE ASSISTANCE PROGRAM

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

32.2 Employees can request a work schedule adjustment to allow access to the services of the employee assistance program.

ARTICLE 33
EMPLOYEE FILES

33.1 The Employer will maintain one (1) official personnel file for each employee. Human Resources will maintain the personnel file. This will not preclude the maintenance of all lawful files and records as needed by the Employer. Additional employee files may include supervisory files, attendance files, payroll files, and medical files. All references to “supervisory file” in this Agreement refer to a file kept by the employee’s first-line supervisor.

33.2 Each employee has the right to review his or her personnel file, supervisory file, attendance file, payroll file and medical file. The Employer will determine the location of all employee files. An employee may arrange to examine his or her
own employee files. Written authorization from the employee is required before any representative of the employee will be granted access to employee files. Review of employee files will be in the presence of an Employer representative during business hours. The employee and/or representative may not remove any contents. The Employer may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or his or her representative.

33.3 An employee may insert a reasonable amount of job-related material in his or her personnel file that reflects favorably on his or her job performance. An employee may provide a written rebuttal to any information in the files that he or she considers objectionable.

33.4 Adverse material or information related to alleged misconduct that is determined to be false, and all such information in situations where the employee has been fully exonerated of wrongdoing, will be promptly removed from the employee’s files. The Employer may retain this information in a legal defense file in accordance with RCW 41.06.450.

33.5 When documents in an employee file are the subject of a public disclosure request under RCW 42.56, the Employer will provide the employee with a copy of the request at least seven (7) calendar days in advance of the intended release date.

33.6 Employees will be provided a copy of all adverse material at the time the materials are included in the personnel file.

33.7 Information in employee files will be retained only as long as it has a reasonable bearing on the employee’s job performance or upon the efficient and effective management of the university or college/district.

33.8 Anonymous material, not otherwise substantiated, will not be placed in an employee file.

33.9 The Employer will ensure the security and confidentiality of employee files.

33.10 Medical files will be kept separate and confidential in accordance with state and federal law.

33.11 Supervisory files will be purged of the previous year’s job performance information following completion of the annual performance evaluation, unless circumstances warrant otherwise.

33.12 Removal of Documents
A. Written reprimands will be removed from an employee’s personnel file after three (3) years if:

1. Circumstances do not warrant a longer retention period;
2. There has been no subsequent discipline; and
3. The employee submits a written request for its removal.

B. Records of disciplinary actions involving reductions in pay, suspensions or demotions, and written reprimands not removed after three (3) years will be removed after six (6) years if:

1. Circumstances do not warrant a longer retention period;
2. There has been no subsequent discipline; and
3. The employee submits a written request for its removal.

C. Nothing in this Section will prevent the Employer from agreeing to an earlier removal date, unless to do so would violate RCW 41.06.450.

ARTICLE 34
REASONABLE ACCOMMODATION AND DISABILITY SEPARATION

34.1 The Employer and the Union will comply with all relevant federal and state laws, and regulations providing reasonable accommodations to qualified individuals with disabilities. The Employer will maintain written procedures for reasonable accommodation for qualified individuals with disabilities. Upon request, the Human Resources Office will make the reasonable accommodation written procedures available to an employee.

34.2 An employee who believes that he or she suffers a disability and requires a reasonable accommodation to perform the essential functions of his or her position may request such an accommodation by submitting a request to the Employer.

34.3 Employees requesting accommodation must cooperate with the Employer in discussing the need for and possible form of any accommodation. The Employer may require supporting medical documentation and may require the employee to obtain a second medical opinion at Employer expense. Medical information disclosed to the Employer will be kept confidential.

34.4 The Employer will determine whether an employee is eligible for a reasonable accommodation and the accommodation to be provided.

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

34.6 When the Employer has medical documentation of the employee’s disability and has determined that the employee cannot be reasonably accommodated in any available position for which he or she qualifies, or the employee requests separation due to disability, the Employer may immediately separate the employee.

34.7 The Employer will inform the employee in writing of the option to apply to return to employment prior to his or her separation due to disability. The Employer will provide assistance to individuals seeking reemployment under this Article for two (2) years. If reemployed, upon successful completion of the employee’s probationary period, the time between separation and reemployment will be treated as leave without pay and will not be considered a break in service.

34.8 A disability separation is not a disciplinary action. Disability separation at the employee’s request is not subject to the grievance procedure in Article 30.

ARTICLE 35
LAYOFF AND RECALL

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

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

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

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

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

The Employer will explore options including reduction of hourly employees.
35.2 Basis for Layoff
A. The reasons for layoffs include, but are not limited to, the following:
   1. Lack of funds;
   2. Lack of work; or
   3. Organizational change.
B. Examples of layoff actions due to lack of work include, but are not limited to:
   1. Termination of a project or special employment;
   2. Availability of fewer positions than there are employees entitled to such positions;
   3. Employee’s ineligibility to continue in a position following its reallocation to a class with a higher salary maximum; or
   4. Employee’s ineligibility to continue, or choice not to continue, in a position following its reallocation to a class with a lower salary range maximum.

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

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

35.5 Temporary Layoff – Employer Option
A. The Employer may temporarily reduce the work hours of an employee to no less than twenty (20) hours per week due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Employees will normally receive seven (7) calendar days notice of a temporary reduction of work hours.
B. The Employer may temporarily layoff an employee for up to ninety (90) calendar days due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Employees will normally receive seven (7) calendar days notice of a temporary layoff. The notification will specify the nature and duration of the temporary layoff.

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

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

2. Bump to any other position; or

3. Be placed on a layoff register.

35.6 Layoff Units
A. A layoff unit is defined as the entity or administrative/organizational unit within each university or college/district used for determining the available options for employees who are being laid off.

B. The layoff unit(s) for each university or college/district covered by this Agreement are described in Appendix B.

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

35.8 Options within the Layoff Unit
A. Employees will be laid off in accordance with seniority, as defined in Article 39, Seniority. The Employer will determine if the employee possesses the required skills and abilities for the position and the comparability of the position. The Employer may require updated information from the employee regarding his or her current skills and abilities. Employees being laid off will be provided one (1) option within the layoff unit:

1. A funded vacant position for which the employee has the skills and abilities, within his or her current job classification.
2. A funded filled position held by the least senior employee for which the employee has the skills and abilities, within his or her current job classification.

3. A funded vacant position for which the employee has the skills and abilities, at the same or lower salary range as his or her current permanent position, within a job classification in which the employee has held permanent status.

4. A funded filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as his or her current permanent position, within a job classification in which the employee has held permanent status.

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

35.9 Institution-wide Options (excluding Western Washington University)
A. In addition to the option offered in Section 35.8, above, employees being laid off will be offered up to three (3) comparable funded vacant positions within their university or college in the layoff units listed in Appendix B, provided they meet the skills and abilities required of the position(s) and the positions offered are at the same or lower salary range as the position from which the employee is currently being laid off. If there are no comparable vacant positions, the Employer will offer less than comparable funded vacant positions. The Employer will determine if the employee possesses the required skills and abilities for the position. Provided the employee meets the skills and abilities required for the position and is at the same or lower salary range as the position from which the employee is currently being laid off, the Employer may offer employees being laid off a funded vacant position within their university or college that is outside positions covered by the master agreement. The Employer may require updated information from the employee regarding his or her current skills and abilities.

B. For Seattle District 6 and Spokane District 17 Only
If no options are available in Section 35.8 and Subsection A, above, employees hired before July 1, 2005, will be provided one (1) option within their district to:

1. A funded vacant position for which the employee has the skills and abilities within his or her current job classification.

2. A funded filled position held by the least senior employee for which the employee has the skills and abilities, within his or her current job classification.
3. A funded vacant position for which the employee has the skills and abilities, at the same or lower salary range as his or her current permanent position, within a job classification in which the employee has held permanent status.

4. A funded filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as his or her current permanent position, within a job classification in which the employee has held permanent status.

5. The options in B above, will be determined, as specified above, in descending order of salary range and one (1) progressively lower level at a time.

35.10 Notification to Permanent Employees

A. Except for temporary reduction in work hours and temporary layoffs as provided in Section 35.5, permanent employees will receive written notice at least twenty (20) calendar days before the effective layoff date. The notice will include:

1. The basis for the layoff;

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

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

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

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

B. Except for temporary reduction in work hours and temporary layoffs as provided in Section 35.5, if the Employer chooses to implement a layoff action without providing twenty (20) calendar days’ notice, the employee will be paid his or her salary for the days that he or she would have worked had full notice been given.

C. Employees will be provided up to five (5) calendar days to accept or decline, in writing, any option provided to them. This time period will run concurrent with the twenty (20) calendar days’ notice provided by the Employer to the employee.
D. Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday.

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

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

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

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

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

35.12 Transition Review Period
A. The Employer will require an employee to complete a six (6) month transition review period when the employee accepts a layoff option to a job classification in which he or she has not held permanent status or has been appointed from a layoff list. The Employer may extend the transition review period for an individual employee as long as the extension does not cause the total period to exceed twelve (12) months.
B. The Employer will have the authority to shorten an employee’s transition review period. Employees will receive a permanent appointment to the position upon successful completion of the transition review period.

C. The Employer may separate an employee or an employee may voluntarily separate during the transition review period. Upon separation, and at the employee’s request, the employee’s name will be placed on or returned to the appropriate layoff list. The employee will remain on the list until such time as his or her eligibility expires or he or she has been rehired. Separation during the transition review period will be subject to the grievance procedure in Article 30, up to the top internal step.

35.13 Recall

A. The Employer will maintain a layoff list for each job classification. Permanent employees who are laid off may have their names placed on the layoff list for the job classification from which they were laid off or bumped. Additionally, employees may request to have their names placed on the appropriate layoff list for other job classifications in which they have held permanent status, provided they were not demoted for cause from the classification in the last six (6) years. An employee’s name will remain on the layoff list for two (2) years from the effective date of his or her layoff.

B. For Layoffs Due to 07-09 Supplemental Budget or 09-11 Budget Cuts Only (excluding Central Washington University and Western Washington University)

If the college or district Human Resources Office receives a written request within thirty (30) calendar days prior to the end of the second year on a layoff list, the employee’s name will remain on the layoff list for an additional year, for a total of three (3) years from the effective date of his or her layoff. This provision will end with the expiration of the 2011-2013 Agreement.

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

35.14 Project Employment

A. Permanent project employees have layoff rights. Options will be determined using the procedure outlined in Sections 35.8 and 35.9, above.

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

ARTICLE 36
MANAGEMENT RIGHTS

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

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

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

C. Direct and supervise employees;

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

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

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

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

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

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

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

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

L. Determine, prioritize and assign work to be performed;
M. Determine the need for and the method of scheduling, assigning, authorizing and approving overtime;

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

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

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

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

ARTICLE 37
MANDATORY SUBJECTS

37.1 The Employer will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The Employer will notify the union staff representative, with a copy to the Chief Union Steward, of these changes and the Union may request discussions about and/or negotiations on the impact of these changes on employee's working conditions. The Union will notify the Director of the Labor Relations Office at the Office of Financial Management, with a copy to the Employer, of any demands to bargain. In the event the Union does not request discussions and/or negotiations within fourteen (14) calendar days, the Employer may implement the changes without further discussions and/or negotiations. There may be emergency or mandated conditions that are outside of the Employer’s control requiring immediate implementation, in which case the Employer will notify the Union as soon as possible.

37.2 The parties will agree to the location and time for the discussions and/or negotiations. Each party is responsible for choosing its own representatives for these activities. The Union will provide the Employer with the names of its employee representatives at least fourteen (14) calendar days in advance of the meeting date unless the meeting is scheduled sooner, in which case the Union will notify the Employer as soon as possible.

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

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

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

**ARTICLE 38**

**UNION-MANAGEMENT COMMUNICATION COMMITTEE**

38.1 **Purpose**

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

38.2 **Committees**

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

The committee(s) will meet, discuss and exchange information of a group nature and general interest to both parties.

A. **Composition**

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

B. **Participation**

1. The Union will provide the Employer with the names of their committee members at least ten (10) calendar days in advance of the date of the meeting in order to facilitate the release of employees. The Employer will release employee representatives to attend committee meetings if their absences do not cause a disruption of work.
2. Employees attending pre-meetings during their work time will have no loss in pay for up to thirty (30) minutes per committee meeting. Attendance at pre-meetings during the employee’s non-work time will not be compensated for nor be considered as time worked.

3. Employees attending committee meetings during their work time will have no loss in pay. Attendance at meetings during employees’ non-work time will not be compensated for nor be considered as time worked.

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

C. Meetings
All committee meetings will be regularly scheduled on mutually acceptable dates and times. Agenda items will be exchanged prior to the meeting date. Each party may keep written records of meetings. If the topics discussed require follow-up by either party, it will be documented and communication will be provided by the responsible party.

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

ARTICLE 39
SENIORITY

39.1 Definition
A. Seniority for classified employees will be defined as the employee’s length of unbroken classified service.

B. Adjustments
1. All employees except Central Washington University
   All time spent in leave without pay status will be deducted from the calculation of seniority, except when the leave without pay is taken for:
   a. Military leave;
   b. Compensable work-related injury or illness leave;
   c. Governmental service leave;
d. Reducing the effects of layoff;

e. Cyclic employment leave;

f. Temporary employment with the Union in accordance with Article 40.9 and 40.11; and/or

g. Formal contract negotiations in accordance with RCW 41.80.

2. Central Washington University
   When an employee takes leave without pay for eighty (80) or more consecutive hours or the prorated equivalent for a less than full-time employee the employee’s seniority date will be moved forward in an amount equal to the duration of leave without pay except when the leave without pay is taken for:

   a. Cyclic employment leave;
   b. Military leave; and/or
   c. Compensable work-related injury or illness.

   B. Time spent on a temporary layoff or when an employee’s work hours are reduced in accordance with Section 35.5 of Article 35, Layoff and Recall, will not be deducted from the calculation of seniority.

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

   D. For the purposes of layoffs, a maximum of five (5) years’ credit will be added to the seniority of permanent employees who are veterans or to their unmarried widows or widowers, as provided for in RCW 41.06.133 (13).

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

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

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

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

39.4 Application
This Article will apply prospectively. Central Washington University and Western Washington University employees will retain their current seniority date.

ARTICLE 40
UNION ACTIVITIES

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

40.2 Staff Representatives
A. The Union will provide the Employer with a written list of staff representatives and the university or college/district for which they are responsible. The Union will provide written notice to the Employer of any changes within thirty (30) calendar days of the changes.

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

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

A. Steward List
The Union will provide the Employer with a written list of each current union steward and his or her university or college/district jurisdiction within the bargaining unit for which he or she is responsible. The Union will maintain the list. The Employer will not recognize an employee as a union steward if his or her name does not appear on the list.

B. Paid Release Time
Union stewards will be granted a reasonable amount of time during their normal working hours to investigate and process grievances in accordance with Article 30, Grievance Procedure. In addition, union stewards will be released during their normal working hours to prepare for and attend meetings within the steward’s bargaining unit and university or college/district jurisdiction for the following representational activities:

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

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

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

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

C. Notification
The union steward will obtain approval from his or her supervisor before attending any meeting or hearing during his or her work hours. All requests must include the approximate amount of time the steward expects the activity to take. Any university or college/district business requiring the union steward’s immediate attention will be completed prior to attending the meeting or hearing. Union stewards will suffer no loss in pay for attending management scheduled meetings and hearings that are scheduled during the union steward’s work time. Attendance at meetings or hearings during the union steward’s non-work hours will not be considered as time worked. Union stewards cannot use state vehicles to travel to and from a work site in order to perform representational activities unless authorized by the university or college/district.
If the amount of time a union steward spends performing representational activities is affecting his or her ability to accomplish assigned duties, the Employer will not continue to release the employee and the Union will be notified.

40.4 Employees

A. Paid Release Time

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

1. Informal grievance resolution meetings, grievance meetings, alternative dispute resolution meetings, mediation sessions and arbitration hearings, in accordance with Article 30, Grievance Procedure, and held during his or her work time;

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

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

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

B. Notification

An employee will obtain prior approval from his or her supervisor before attending any meeting or hearing. All requests must include the approximate amount of time the employee expects the activity to take. As determined by the supervisor, any university or college/district business requiring the employee’s immediate attention must be completed prior to attending the meeting or hearing. Employees will suffer no loss in pay for attending management scheduled meetings and hearings that are scheduled during the employee’s work time. Attendance at meetings or hearings during the employee’s non-work hours will not be considered as time worked. An employee cannot use a state vehicle to travel to and from a worksite in order to attend a meeting or hearing unless authorized by the university or college/district.
If the amount of time an employee spends attending meetings or hearings is affecting his or her ability to accomplish his or her assigned duties, the Employer will not continue to release the employee and the Union will be notified.

40.5 Use of State Facilities, Resources, and Equipment

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

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

C. E-mail, Fax Machines, the Internet, and Intranets
The Union and employees will not use state-owned or operated e-mail, fax machines, the Internet, or intranets to communicate with one another regarding union business. However, employees may use state-owned e-mail to request union representation. In addition, shop stewards may use state owned/operated equipment to communicate with the Union and/or the Employer for the exclusive purpose of administration of this Agreement. Such use will:

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

2. Be brief in duration and frequency;

3. Not interfere with the performance of their official duties;

4. Not distract from the conduct of state business;

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

6. Not compromise the security or integrity of state information or software.

D. The Union and its shop stewards will not use the above-referenced state equipment for union organizing, internal union business, advocating for or against the Union in an election or any other purpose prohibited by the Executive Ethics Board. Communication that occurs over state-owned equipment is the property of the Employer and may be subject to public disclosure.
40.6 Bulletin Boards and Newsstands
The Employer will maintain bulletin board(s) or space on existing bulletin boards currently provided to the Union for union communication. In bargaining units where no bulletin board or space on existing bulletin boards has been provided, the Employer will supply the Union with a board or space. Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with state ethics laws and identified as union literature. If requested, the Employer will identify area(s) where Union provided newsstand(s) can be located at each university or college/district. Union provided newsstand(s) must meet the Employer’s campus standards. Union communications will not be posted or otherwise disseminated in any other location on the campus, except as provided in the Employer policy and in Section 40.7 below.

40.7 Distribution of Material
A Union-designated employee will have access once per month to his or her worksite for the purposes of distributing Union information to other bargaining unit employees provided:

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

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

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

D. The employee notifies the Human Resources Office in advance of his or her intent to distribute information.

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

B. The Union will give the Employer a written list of the names of the employees it is requesting attend the above-listed activities, at least fourteen (14) calendar days prior to the activity.
40.9 Temporary Employment With the Union
With thirty (30) calendar days notice, unless agreed otherwise, employees may be granted leave without pay to accept temporary employment with the Union of a specified duration, not to exceed six (6) months, provided the employee’s time off will not interfere with the operating needs of the university or college/district as determined by management. The parties may agree to an extension of leave without pay up to an additional six (6) months. The returning employee will be employed in a position in the same job classification and the same geographical area, as determined by the Employer.

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

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

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

C. Indemnification
The Union will defend, indemnify and hold harmless the Employer for any and all costs including attorneys fees, damages, settlements, or judgments, or other costs, obligations, or liabilities the Employer incurs as a result of any demands, claims, or lawsuits filed against the Employer arising out of or in relation to actions taken by the President or Vice-President, or their status as President and Vice President, during the period of absence.
D. **Return Rights**  
The President and Vice-President will have the right to return to the same position or in another position in the same job classification and the same geographic area as determined by the Employer, provided such reemployment is not in conflict with other articles in this Agreement. The employee and the Employer may enter into a written agreement regarding return rights at the commencement of the leave. The period of leave will not impact the employee’s seniority date.

40.12 **2011-2013 WFSE HE Master Agreement Negotiations**

A. **Release Time**

1. The Employer will approve paid release time for the first eight (8) days of formal negotiations for one (1) Union team member, from each institution of higher education listed in the Preamble, who are scheduled to work on the day negotiations are being conducted. For all remaining formal negotiation sessions and travel to and from the sessions, the Employer will approve compensatory time, vacation leave, personal holiday, or leave without pay, or at the discretion of their supervisor, an employee may be allowed to adjust his or her work hours.

2. Paid release time and other negotiations release time listed above will be approved for Union team members provided the absence of the employee negotiations will not interfere with the operating needs of the university or college/district.

3. Per diem and travel expenses will be paid by the WFSE for union team members. No overtime or compensatory time will be incurred as a result of negotiations and/or travel to and from negotiations.

4. The Union will give the Employer a written list of names of the employees it is requesting attend the above-listed activities at least twenty-one (21) calendar days prior to the activity.

B. **Confidentiality/Media Communication**

Bargaining sessions will be closed to the press and the public unless agreed otherwise by the chief spokespersons. No proposals will be placed on the parties’ web sites. The parties are not precluded from generally communicating with their respective constituencies about the status of negotiations while they are taking place. There will be no public disclosure or public discussion of the issues being negotiated until resolution or impasse is reached on all issues submitted for negotiations.
ARTICLE 41
DUES/FEES DEDUCTION AND STATUS REPORTS

41.1 Union Dues/Fees
A. When an employee provides written authorization to the Employer, the Union has the right to have deducted from the employee’s salary, an amount equal to the fees or dues required to be a member of the Union. The Employer will provide payments for all said deductions to the Union at the Union’s official headquarters each pay period.

B. Forty-five (45) calendar days prior to any change in dues and/or fees, the Union will provide notice to each university or college/district and the Center for Information Services, with a copy to the Office of Financial Management, Labor Relations, of the percentage and maximum dues and/or fees to be deducted from the employee’s salary.

41.2 Notification to Employees
The Employer will inform new, transferred, promoted, or demoted employees prior to appointment into positions included in the bargaining unit(s) of the Union’s exclusive recognition and the union security provision. The Employer will furnish the employees appointed into bargaining unit positions with a dues authorization form.

41.3 Union Security
All employees covered by this Agreement will, as a condition of employment, either become members of the Union and pay membership dues or, as non-members, pay a fee as described in A, B, and C below no later than the 30th day following the effective date of this Agreement or the beginning of their employment.

A. Employees who choose not to become union members must pay to the Union, no later than the 30th day following the beginning of employment, an agency shop fee equal to the amount required to be a member in good standing of the Union.

B. An employee who does not join the Union based on bona fide religious tenets, or teachings of a church or religious body of which he or she is a member, will make payments to the Union that are equal to its membership dues, less monthly union insurance premiums, if any. These payments will be used for purposes within the program of the Union that are in harmony with the employee’s conscience. Such employees will not be members of the Union, but are entitled to all of the representational rights of union members.
C. The Union will establish a procedure that any employee who makes a request may pay a representation fee equal to a pro rata share of the full membership fee that is related to expenditures for collective bargaining, contract administration and the pursuit of matters affecting wages, hours and other conditions of employment, rather than the full membership fee.

D. If an employee fails to meet the union security provisions outlined above, the Union may notify the Employer. If the Union notifies the Employer, the Union will inform the employee that his or her employment may be terminated. Once the Employer is notified and has verified an employee’s failure to meet the union security provisions, the Employer may terminate the employee.

41.4 The Employer agrees to deduct the membership dues, agency shop fee, non-association fee, or representation fee from the salary of employees who request such deduction in writing within thirty (30) days of the receipt of a properly completed request submitted to the appropriate university or college/district payroll office. Such request will be made on a Union payroll deduction authorization card.

41.5 Dues/Fees Cancellation
An employee may cancel his or her payroll deduction of dues/fees by written notice to the Employer and the Union. The cancellation will become effective on the second payroll after receipt of the notice. However, the cancellation may cause the employee to be terminated, subject to Section 41.3, above.

41.6 Voluntary Deduction
A. The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision to the Union together with an electronic report showing:

1. Employee name;
2. Unique employee system identification number; and
3. Amount deducted

B. The parties agree this Section satisfies the Employer’s obligations and provides for the deduction authorized under section 1 (6) of RCW 41.04.230.

41.7 Employee Status Reports
Each pay period, the Employer will provide the Union a list of all employees in the bargaining units. The electronic list will be sent to WFSE headquarters.
A. For all colleges/districts except Central Washington University and Western Washington University the reports will contain:

1. Employee name;
2. Permanent address;
3. Work telephone number, if available;
4. Job classification code and job title;
5. Unique employee system identification number;
6. Position number, if available;
7. Employer code;
8. Home department name, if available;
9. Employee type;
10. Seniority date;
11. Employment date;
12. Job percent of full;
13. Gross salary for the month (base salary);
14. Salary range and step;
15. Union deduction code(s), if available, and amount(s);
16. Work county code and name, if available;
17. Bargaining unit code; and
18. Whether an employee has been appointed to, separated from, or moved out of the bargaining units, and the effective date of such action.

B. For Central Washington University only, the reports will contain:

1. Employee identification number;
2. Name;
3. Address;
4. Telephone number;
5. Work county;  
6. University mail-stop;  
7. Employment status (regular or cyclic);  
8. Classification code and title;  
9. Notice of shift premium (yes or no);  
10. Union base salary;  
11. Range and step;  
12. Original hire date (first hire date with CWU);  
13. Current hire date (most current hire date – only with CWU);  
14. Separation date;  
15. Dues rate;  
16. Dues or fee deduction amount;  
17. Bargaining unit code;  
18. Leave without pay status; and  
19. Any voluntary PEOPLE deduction.

C. For Western Washington University only, the reports will contain:

1. Employee identification number;  
2. Name;  
3. Home address and/or mailing address;  
4. Home telephone number;  
5. Agency code;  
6. Organization;  
7. Work location;  
8. Mail stop;  
9. Work telephone number;  
10. Employment status;  
11. Classification code and title;  
12. Shift premium indicator;  
13. Pay period earnings;  
14. Seniority date;  
15. Original hire date;  
16. Current hire date;  
17. Membership status;  
18. Bargaining unit code and title; and  
19. Position number.

In addition to the above status report, Western Washington University will continue to provide an electronic report on a monthly basis the names and addresses of all employees who are no longer paying dues/fees and the reason why, e.g., promoted/ transferred out of the bargaining unit, leave without pay, seasonal or cyclic employee, resigned, terminated, retired, etc.

The Union will maintain the confidentiality of all employees’ permanent, home and/or mailing addresses.
41.8 Indemnification
The Employer and the State Board for Community and Technical Colleges will be held harmless by the Union and employees for compliance with this Article and any issues related to the deduction of dues and fees and any issues related to Employee Status Reports.

ARTICLE 42
CLASSIFICATION

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

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

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

42.2 Position Review
A. Employee-Initiated Review
An individual employee who believes that the duties of his or her position have changed, or that his or her position is improperly classified, may request a review according to the following procedure:

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

2. The employee or the supervisor will then send the completed form to the Employer’s Human Resources Office. Within five (5) days of receipt, the Human Resources Office will notify the employee of the date the completed position review request form was received in their office. The Employer’s Human Resources Office will review the completed form and notify the employee of the decision regarding the appropriate classification within sixty (60) calendar days of the date the position review request was received in the Human Resources Office.
3. In the event the employee disagrees with the reallocation decision of the Employer, he or she may appeal the Employer’s decision to the Director of the Department of Personnel (DOP), in writing and with a copy to the Human Resources Office, within thirty (30) calendar days of being provided the results of a position review or the notice of reallocation. The Director of DOP will then make a written determination, which will be provided to the employee.

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

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

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

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

8. Temporary duty assignments in accordance with Article 43.4 are excluded from this process.

42.3 Effect of Reallocation
A. Reallocation to a Class With a Higher Salary Range Maximum
1. If the employee has performed the higher-level duties for at least six (6) months and meets the skills and abilities required of the position, the employee will remain in the position and retain existing appointment status.

2. If the reallocation is the result of a change in the duties of the position and the employee has not performed the higher-level duties for at least six (6) months, the Employer must give the employee the opportunity to compete for the position if he or she possesses the required skills and abilities. If the employee is not selected for the position, or does not have the required skills and abilities, the layoff procedure specified in Article 35 of this Agreement applies. If the employee is appointed, he or she must serve a trial service period.
B. **Reallocation to a Class with an Equal Salary Range Maximum**

1. If the employee meets the skills and abilities requirements of the position, the employee remains in the position and retains existing appointment status.

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

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

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

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

### 42.4 Salary Impact of Reallocation

An employee whose position is reallocated will have his or her salary determined as follows:

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

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

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

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

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

   The employee will be paid an amount equal to his or her current salary provided it is within the salary range of the new position. In those cases where the employee’s current salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the salary he or she was receiving prior to the reallocation downward, until such time as the employee vacates the position or his or her salary falls within the new salary range.
ARTICLE 43
COMPENSATION

43.1 General Service Pay Range Assignments
A. Effective July 1, 2009, each classification represented by the Union will continue to be assigned to the same salary range of the “State General Service Salary Schedule Effective July 1, 2008 through June 30, 2009” that it was assigned on June 30, 2009. Effective July 1, 2009, each employee will continue to be assigned to the same range and step of the State General Service Salary Schedule that he or she was assigned on June 30, 2009.

B. Effective July 1, 2009, the State General Service Salary Schedule effective July 1, 2008 through June 30, 2009 will remain in effect until June 30, 2011, as shown in Appendix C.

C. All employees who have been at Step L for five (5) consecutive years or more will progress to Step M of the State General Service Salary Schedule.

43.2 SP Pay Range Assignments
A. Effective July 1, 2009, each classification represented by the Union will continue to be assigned to the same salary range of the “State SP Range Salary Schedule Effective July 1, 2008 through June 30, 2009” that it was assigned on June 30, 2009. Effective July 1, 2009, each employee will continue to be assigned to the same range and step of the State SP Range Salary Schedule that he or she was assigned on June 30, 2009.

B. Effective July 1, 2009, the State SP Range Salary Schedule effective July 1, 2008 through June 30, 2009 will remain in effect until June 30, 2011, as shown in Appendix D.

C. All employees who have been at Step L for five (5) consecutive years or more will progress to Step M of the State SP Range Salary Schedule.

43.3 N1 Pay Range Assignments
A. Effective July 1, 2009, each classification represented by the Union will continue to be assigned to the same salary range of the “State N1 Range Salary Schedule – Effective July 1, 2008 through June 30, 2009,” that it was assigned on June 30, 2009. Effective July 1, 2009, each employee will continue to be assigned to the same range and step of the State N1 Range Salary Schedule that he or she was assigned on June 30, 2009.

B. Effective July 1, 2009, the State N1 Range Salary Schedule effective July 1, 2008 through June 30, 2009 will remain in effect until June 30, 2011, as shown in Appendix E.
43.4 Pay for Performing the Duties of a Higher Classification
Employees who are temporarily assigned the full scope of duties and responsibilities for more than fifteen (15) calendar days of a higher-level classification will be notified in writing and will be advanced to a step of the range for the new class that is nearest to five percent (5.0%) higher than the amount of the pre-promotional step. The Employer may grant a higher salary increase as provided in Subsection 43.7 C. The increase will become effective on the first day the employee was performing the higher-level duties.

43.5 Establishing Salaries for New Employees and New Classifications
The Employer will assign newly hired employees to the appropriate range and step of the appropriate State Salary Schedules as described in Appendices C, D, and E.

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

A. N1 Ranges
The salary of employees in classes requiring licensure, as a registered nurse or physicians assistant will be governed by the State N1 Range Salary Schedule.

1. An employee’s experience as a registered nurse (RN), physicians assistant (PA) and/or licensed practical nurse (LPN), calculated as follows, will determine the placement of an employee on the proper step within an N1 range:
   a. RN and PA experience will be credited year for year.
   b. Up to ten (10) years LPN experience will be credited at the rate of two (2) years LPN experience equals one (1) year of RN or PA experience, for a maximum credit of five (5) years.

43.6 Periodic Increases
Periodic increases are provided as follows:

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

B. Employees who are hired above the minimum step of the salary range will receive a two (2) step increase to base salary following completion of twelve (12) months of service, and an additional two (2) step increase annually thereafter, until they reach the top of the pay range.
C. Employees in classes that have pay ranges shorter than a standard range will receive their periodic increases at the same intervals as employees in classes with standard ranges in accordance with Subsections A and B, above.

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

E. Employees hired before July 1, 2009 will retain their periodic increment date as of June 30, 2008.

43.7 Salary Assignment Upon Promotion

A. Employees promoted to a position in a class whose range is less than six (6) ranges higher than the range of the former class will be advanced to a step of the range for the new class that is nearest to five percent (5.0%) higher than the amount of the pre-promotional step.

B. Employees promoted to a position in a class whose range is six (6) or more ranges higher than the range of the former class will be advanced to a step of the range for the new class that is nearest to ten percent (10.0%) higher than the amount of the pre-promotional step.

C. Recruitment, Retention, Other Business Needs or Geographic Adjustments
The Employer may authorize more than the step increases specified in Subsections A and B, above, when there are recruitment, retention, or other business needs, as well as when an employee’s promotion requires a change of residence to another geographic area to be within a reasonable commuting distance of the new place of work. Such an increase may not result in a salary greater than the range maximum.

D. Promotions for Employees assigned to N1 Ranges
1. Promotional increases for classes requiring licensure as a registered nurse or physicians assistant (N1 ranges) are calculated in the manner described below.

2. An employee who is promoted into or between classes which have pay range N1 will advance to the step in the new range, as shown in the N1 Range Salary Schedule, as described in Section 43.3, which represents the greater of (a), (b) or (c) below.

   a. Placement on the step which coincides with the employee's total length of experience as a registered nurse (RN), physicians assistant (PA) and/or licensed practical nurse (LPN). Experience will be credited as follows:

      i. RN and PA experience will be credited year for year.
ii. Up to ten (10) years LPN experience will be credited at the rate of two (2) years LPN experience equals one (1) year of RN or PA experience, for a maximum credit of five (5) years.

Or

b. Placement on the step of the new range that is nearest to a minimum of five percent (5.0%) higher than the amount of the pre-promotional step. The appointing authority may authorize more than a five percent (5.0%) increase, but the amount must be on a step within the salary range for the class.

Or

c. The appointing authority will advance an employee who is promoted under any one or more of the following conditions to the step of the range for the new class that is nearest to a minimum of ten percent (10.0%) higher than the amount of the pre-promotional step. The appointing authority may authorize more than a ten percent (10.0%) increase, but the amount must be on a step within the salary range for the class.

i. When the employee is promoted to a class whose base range is six (6) or more ranges higher than the base range of the employee’s former class.

ii. When the employee is promoted over an intervening class in the same class series.

iii. When the employee is promoted from one (1) class series to a higher class in a different series and over an intervening class in the new series, which would have represented a promotion.

iv. When an employee’s promotion requires a change of residence to another geographic area to be within a reasonable commuting distance of the new place of work.

43.8 Salary Adjustments

The Employer may increase an employee’s step within the salary range to address issues related to recruitment, retention or other business needs. Such an increase may not result in a salary greater than the range maximum.
43.9 **Demotion**
An employee who voluntarily demotes to another position with a lower salary range maximum will be placed in the new range at a salary equal to his or her previous base salary. If the previous base salary exceeds the new range, the employee’s base salary will be set equal to the new range maximum.

43.10 **Transfer**
A transfer is defined as an employee-initiated move of an employee from one position to another position within the university/college or district in the same class or a different class with the same salary range maximum. Transferred employees will retain their current base salary.

43.11 **Reassignment**
Reassignment is defined as an employer-initiated move of an employee within the university/college or district from one position to another in the same class or a different class with the same salary range maximum. Upon reassignment, an employee retains his or her current base salary.

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

43.13 **Elevation**
Elevation is defined as restoring an employee to the higher classification, with permanent status, which was held prior to being granted a demotion or to a class that is between the current class and the class from which the employee was demoted. Upon elevation, an employee’s salary will be determined in the same manner that is provided for promotion in Section 43.7, above.

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

43.15 **Callback**
A. When an overtime-eligible employee has left the university or college/district grounds and is called to return to the work station outside of regularly scheduled hours to handle emergency situations that could not be anticipated, he or she will receive three (3) hours penalty pay plus time actually worked. The penalty pay will be compensated at the regular rate. Time worked will be in accordance with Article 7, Hours of Work, and Article 8, Overtime.
B. Time worked by an overtime-eligible employee immediately preceding the regular shift does not constitute callback, provided time worked does not exceed two (2) hours or notice of at least eight (8) hours has been given.

C. Overtime-eligible law enforcement employees do not qualify for callback pay.

D. An employee who is receiving standby pay is not entitled to callback penalty pay if required to return to work after departing the worksite or is directed to report to duty prior to the starting time of his or her next scheduled work shift.

43.16 Shift Premium
A. Shift premium for employees assigned to a shift in which a majority of time worked daily or weekly is between 5:00 p.m. and 7:00 a.m. will be sixty-five cents ($0.65) per hour or one hundred thirteen dollars and ten cents ($113.10) per month.

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

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

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

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

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

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

B. Standby status will not be concurrent with work time.
C. Employees on standby status will be compensated at a rate of seven percent (7.0%) of their hourly base salary for time spent in standby status. Employees hired at The Evergreen State College prior to July 1, 2005, on standby status will be compensated at a rate of one dollar and fifty cents ($1.50) an hour or seven percent (7.0%) of their hourly base salary, whichever is greater, for time spent in standby status.

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

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

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

B. If the employee receiving the relocation payment terminates or causes termination of his or her employment with the State within one (1) year of the date of employment, the State will be entitled to reimbursement for the moving costs which have been paid and may withhold such sum as necessary from any amounts due the employee. Termination as a result of layoff or disability separation will not require the employee to repay the relocation compensation.

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

1. The amount of the overpayment;
2. The basis for the claim; and
3. The rights of the employee under the terms of this Agreement.

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

1. Voluntary wage deduction;
2. Cash; or
3. Check.

The employee will have the option to repay the overpayment over a period of time equal to the number of pay periods during which the overpayment was made. The employee and the Employer may agree to make other repayment arrangements. The payroll deduction to repay the overpayment
will not exceed five percent (5.0%) of the employee’s disposable earnings in a pay period. However, the Employer and employee can agree to an amount that is more than the five percent (5.0%).

If the employee fails to choose one (1) of the three (3) options described above within the timeframe specified in the Employer’s written notice of overpayment, the Employer will deduct the overpayment owed from the employee’s wages over a period of time equal to the number of pay periods during which the overpayment was made.

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

C. Appeal Rights
Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 30 of this Agreement.

43.20 Special Pay Salary Ranges
The Director of the Department of Personnel may adopt special pay salary ranges for positions based upon pay practices found in private industry or other governmental units. Current special pay practices at each university or college/district will continue.

43.21 Assignment Pay
Assignment pay is a premium added to the base salary and is intended to be used only as long as the skills, duties or circumstances it is based on are in effect. The Employer may grant assignment pay to a position to recognize specialized skills, assigned duties, and/or unique circumstances that exceed the ordinary. The Employer determines which positions qualify for the premium, as shown in Appendix F.

43.22 Multilingual/Sign Language/Braille Premium Pay
Whenever a classified position has a bona fide requirement for regular use of competent skills in more than one language, and/or sign language (AMESLAN), and/or Braille, the Employer will authorize premium pay of two (2) steps above the level normally assigned for that position, except for those instances where the position is allocated to a class that specifies these skills.

43.23 Dependent Care Salary Reduction Plan
The Employer agrees to maintain the current dependent care salary reduction plan that allows eligible employees, covered by this Agreement, the option to participate in a dependent care reimbursement program for work-related dependent care expenses on a pretax basis as permitted by federal tax law or regulation.
43.24 Pretax Health Care Premiums
The Employer agrees to provide eligible employees with the option to pay for the employee portion of health premiums on a pretax basis as permitted by federal tax law or regulation.

43.25 Medical/Dental Expense Account
The Employer agrees to allow insurance eligible employees, covered by the Agreement, to participate in a medical and dental expense reimbursement program to cover co-payments, deductibles and other medical and dental expenses, if employees have such costs, or expenses for services not covered by health or dental insurance on a pretax basis as permitted by federal tax law or regulation.

43.26 Voluntary Separation Incentives – Voluntary Retirement Incentives
The Employer will have the discretion to participate in a Voluntary Separation Incentive Program or a Voluntary Retirement Incentive Program, if such programs are provided for in the 2009–2011 operating budget. Such participation must be in accordance with the program guidelines adopted by the Department of Personnel and the Department of Retirement Systems, following consultation with the Office of Financial Management. Program incentives or offering of such incentives are not subject to the grievance procedure.

ARTICLE 44
HEALTH CARE BENEFITS AMOUNTS

44.1 The Employer will contribute an amount equal to eighty-eight percent (88.0%) of the total weighted average of the health care premium for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board (PEBB) annually for benefits in calendar year 2010 and calendar year 2011, respectively.

44.2 The Employer will pay the entire premium costs for each bargaining unit employee for basic life, basic long-term disability and dental insurance coverage.

44.3 Wellness
To support the statewide goal for a healthy and productive workforce, employees are encouraged to participate in a Health Risk Assessment survey. Employees will be granted work time and may use a state computer to complete the survey.

ARTICLE 45
VOLUNTARY EMPLOYEES’ BENEFICIARY ASSOCIATIONS (VEBAS)

In accordance with state and federal law, universities or colleges/districts and employees in bargaining units may agree to form a VEBA (tax-free medical spending accounts) funded by the retiree’s sick leave cash out. A VEBA of employees covered by this Agreement will be implemented only by written agreement with the Union.
ARTICLE 46
CHILD CARE CENTERS

46.1 The Employer and the Union recognize that family life has a significant impact upon employees’ work lives. The Employer agrees to provide employees with access to the Employer’s existing childcare center(s) on the same basis as presently provided.

46.2 The Employer will notify the Union as soon as possible of any changes in employee access to the Employer’s existing childcare center(s).

ARTICLE 47
EMPLOYEE LOUNGE FACILITIES

47.1 The Employer will provide employee lounge facilities apart from work areas. The lounge facilities will be maintained in a clean and safe manner.

47.2 Adequate lunchrooms, breakrooms, washrooms and toilet facilities will be provided and available for use by employees. The facilities will not normally be used for any other purpose.

47.3 Upon request, the Employer will endeavor to provide storage for personal items.

ARTICLE 48
STRIKES

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

ARTICLE 49
CONTRACTING

The Employer will determine which university or college/district services will be subject to competitive contracting in accordance with RCW 41.06.142, Department of General Administration WAC 236-51, and Department of Personnel WAC 357-43. Nothing in this Agreement will constitute a waiver of the Union’s right to negotiate a mandatory subject in association with Employer’s right to engage in competitive contracting.
ARTICLE 50
SHARED SERVICES

50.1 The Union and the Employer acknowledge that there may be instances where the Employer might be able to expand operations and provide services to other state agencies or institutions of higher education. It is further acknowledged that such expansion may have a beneficial impact on the Employer and may mitigate the impacts of budgetary constraints. The Employer will consider proposals submitted to them from the Union. This article may be grieved only up to the final internal step of the grievance procedure.

ARTICLE 51
ENTIRE AGREEMENT

51.1 This Agreement constitutes the entire agreement and any past practice or agreement between the parties prior to July 1, 2007, whether written or oral, is null and void, unless specifically preserved in this Agreement.

51.2 With regard to WAC 357, this Agreement preempts all subjects addressed, in whole or in part, by its provisions.

51.3 This Agreement supersedes specific provisions of Employer policies with which it conflicts.

51.4 During the negotiations of the Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and will not be obligated to bargain collectively, during the term of this Agreement, with respect to any subject or matter referred to or covered in this Agreement. Nothing herein will be construed as a waiver of the Union’s collective bargaining rights with respect to matters that are mandatory subjects/topics under the law.

ARTICLE 52
SAVINGS CLAUSE

Partial Invalidity

If any court or administrative agency of competent jurisdiction finds any article, section or portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect. If such a finding is made, the parties agree to make themselves available to negotiate a substitute for the invalid article, section or portion.
ARTICLE 53
PRINTING OF AGREEMENT

53.1 The Employer and Union will share the initial cost of printing this Agreement, including Braille and large-print copies. The Agreement will be printed by union printers on recycled paper with a union label and a gamma or gemini green cover.

53.2 The Employer will provide all employees with one (1) copy of the Agreement.

53.3 The Employer will post the Agreement electronically on each university or college/district website by July 1, 2009 or thirty (30) days after legislative approval, whichever is later.

ARTICLE 54
TERM OF AGREEMENT

54.1 All provisions of this Agreement will become effective July 1, 2009, and will remain in full force and effect through June 30, 2011; however, in accordance with RCW 41.80.090, if this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement, the terms and conditions of this Agreement will remain in effect for a period not to exceed one (1) year from the expiration date. Thereafter, the Employer may unilaterally implement according to law.

54.2 Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 2010 and no later than January 31, 2010. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.
# Appendix A

**Bargaining Units Represented by the Washington Federation of State Employees - Community Colleges, Central Washington University, The Evergreen State College and Western Washington University as of June 17, 2009**

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<tr>
<th>Location</th>
<th>Bargaining Unit Details</th>
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<td>Central Washington University</td>
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# APPENDIX B
## HIGHER EDUCATION – WFSE
### LAYOFF UNITS

<table>
<thead>
<tr>
<th>University/College</th>
<th>Layoff Units</th>
</tr>
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</table>
| Bellevue College                    | 1. Project employment  
                                      | 2. All other non-supervisory WFSE classified                                 |
| Central Washington University       | 1. Grants  
                                      | 2. Contracts  
                                      | 3. Project employment  
                                      | 4. All other non-supervisory WFSE classified                                 |
| Centralia College                   | 1. Grants  
                                      | 2. Contracts  
                                      | 3. Project employment  
                                      | 4. All other WFSE classified                                                 |
| Everett Community College           | 1. Grants  
                                      | 2. Contracts  
                                      | 3. Project employment  
                                      | 4. All other WFSE classified                                                 |
| Green River Community College       | 1. Grants  
                                      | 2. Contracts  
                                      | 3. Project employment  
                                      | 4. Fiscal Agent  
                                      | 5. All other non-supervisory WFSE classified                                 |
| Lower Columbia College              | 1. Grants  
                                      | 2. Contracts  
                                      | 3. Project employment  
                                      | 4. Head Start/ECEAP  
                                      | 5. All other WFSE classified                                                 |
| Peninsula College                   | 1. Grants  
                                      | 2. Contracts  
                                      | 3. Project employment  
                                      | 4. All other non-supervisory WFSE classified                                 |
| Seattle Community College District  | 1. Siegal Center (District Office)  
                                      | a. Grants  
                                      | b. Contracts  
                                      | c. Project employment  
                                      | d. All other non-supervisory WFSE classified                                 |
2. North Seattle Community College  
   a. Grants  
   b. Contracts  
   c. Project employment  
   d. All other non-supervisory WFSE classified  

3. Seattle Central Community College  
   a. Grants  
   b. Contracts  
   c. Project employment  
   d. All other non-supervisory WFSE classified  

4. South Seattle Community College  
   a. Grants  
   b. Contracts  
   c. Project employment  
   d. All other non-supervisory WFSE classified  

5. Seattle Vocational  
   a. Grants  
   b. Contracts  
   c. Project employment  
   d. All other non-supervisory WFSE classified  

6. WFSE supervisors  
   a. Grants  
   b. Contracts  
   c. Project employment  
   d. All other supervisory WFSE classified  

Shoreline Community College  
1. Grants  
2. Contracts  
3. Project employment  
4. WFSE supervisors  
5. All other non-supervisory WFSE classified  

South Puget Sound  
Community College  
1. Grants  
2. Contracts  
3. Project employment  
4. All other WFSE classified  

Community Colleges of Spokane  
1. District Administration  
   a. Grants  
   b. Contracts  
   c. Project employment  
   d. WFSE supervisors  
   e. All other non-supervisory WFSE classified  

A-4
2. Institute for Extended Learning
   a. Grants
   b. Contracts
   c. Project employment
   d. WFSE supervisors
   e. All other non-supervisory WFSE classified

3. Spokane Community College
   a. Grants
   b. Contracts
   c. Project employment
   d. WFSE supervisors
   e. All other non-supervisory WFSE classified

4. Spokane Falls Community College
   a. Grants
   b. Contracts
   c. Project employment
   d. WFSE supervisors
   e. All other non-supervisory WFSE classified

Tacoma Community College
1. Grants
2. Contracts
3. Project employment
4. All other WFSE classified

The Evergreen State College
1. Project employment
2. All other WFSE classified

Western Washington University
1. Project employment (including grants and contracts)
2. WFSE supervisors (BUE)
3. WFSE non-supervisory office-clerical (BUA)
4. WFSE non-supervisory operations (BUB)

Whatcom Community College
1. Grants
2. Contracts
3. Project employment
4. All other WFSE classified

NOTE: Positions with multiple funding sources will be placed in the appropriate college “all other” layoff unit.
## APPENDIX C

General Service Salary Schedule  
Effective July 1, 2009 thru June 30, 2011

<table>
<thead>
<tr>
<th>RANGE</th>
<th>STEP A</th>
<th>STEP B</th>
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- **Range:** 83 to 92
- **Step:** Monthly, Hourly, Standby
- **Periods:** Annual, Monthly, Hourly

*Note: The table represents consumption data across different ranges and periods.*
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### APPENDIX D

SP Range Salary Schedule for Represented Employees
Effective July 1, 2009 thru June 30, 2011

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## APPENDIX E

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Effective July 1, 2009 thru June 30, 2011

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**Note:** The table above represents the salary schedule for various years of experience, with different ranges and scales for monthly and annual salaries. The table is organized to show how salaries increase with experience, with additional columns for specific ranges and values. The annual salary is calculated by multiplying the monthly salary by 12. The table includes columns for different years, indicating how salaries change over time. The table is comprehensive and covers a range of experience levels, providing a detailed view of salary progression.
<p>| Years of Experience | 0 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
|---------------------|---|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|
| A                   | 42228 | 43284 | 44352 | 45492 | 46572 | 47748 | 48948 | 50184 | 51456 | 52716 | 54036 | 55368 | 56808 | 58188 | 59652 | 61152 | 62652 | 64224 | 65844 | 67500 | Annual |
| B                   | 49N1 | 4351 | 3607 | 3606 | 3791 | 3881 | 3979 | 4079 | 4182 | 4288 | 4393 | 4503 | 4614 | 4734 | 4849 | 4971 | 5096 | 5221 | 5352 | 5487 | 5625 | Monthly |
| C                   | 22.87 | 23.44 | 24.03 | 24.64 | 25.25 | 25.88 | 26.52 | 27.21 | 27.87 | 28.57 | 29.29 | 30.01 | 30.76 | 31.53 | 32.33 | 33.12 | 33.97 | 34.81 | 35.68 | 36.59 | Hourly |
| D                   | 1.56 | 1.60 | 1.64 | 1.68 | 1.72 | 1.77 | 1.81 | 1.86 | 1.90 | 1.95 | 2.00 | 2.05 | 2.10 | 2.15 | 2.21 | 2.26 | 2.32 | 2.38 | 2.44 | 2.50 | 2.56 | Standby |
| E                   | 43284 | 44352 | 45492 | 46572 | 47748 | 48948 | 50184 | 51456 | 52716 | 54036 | 55368 | 56808 | 58188 | 59652 | 61152 | 62652 | 64224 | 65844 | 67500 | 69156 | Annual |
| F                   | 50N1 | 3607 | 3791 | 3881 | 3979 | 4079 | 4182 | 4288 | 4393 | 4503 | 4614 | 4734 | 4849 | 4971 | 5096 | 5221 | 5352 | 5487 | 5625 | 5763 | Monthly |
| G                   | 21.79 | 22.30 | 22.87 | 23.44 | 24.03 | 24.64 | 25.25 | 25.88 | 26.52 | 27.21 | 27.87 | 28.57 | 29.29 | 30.01 | 30.76 | 31.53 | 32.33 | 33.12 | 33.97 | 34.81 | Hourly |
| H                   | 1.49 | 1.53 | 1.56 | 1.60 | 1.64 | 1.68 | 1.72 | 1.77 | 1.81 | 1.86 | 1.90 | 1.95 | 2.00 | 2.05 | 2.10 | 2.15 | 2.21 | 2.26 | 2.32 | 2.38 | Standby |
| I                   | 44352 | 45492 | 46572 | 47748 | 48948 | 50184 | 51456 | 52716 | 54036 | 55368 | 56808 | 58188 | 59652 | 61152 | 62652 | 64224 | 65844 | 67500 | 69156 | 70932 | Annual |
| J                   | 51N1 | 3971 | 3881 | 3979 | 4079 | 4182 | 4288 | 4393 | 4503 | 4614 | 4734 | 4849 | 4971 | 5096 | 5221 | 5352 | 5487 | 5625 | 5763 | 5911 | Monthly |
| K                   | 21.79 | 22.30 | 22.87 | 23.44 | 24.03 | 24.64 | 25.25 | 25.88 | 26.52 | 27.21 | 27.87 | 28.57 | 29.29 | 30.01 | 30.76 | 31.53 | 32.33 | 33.12 | 33.97 | 34.81 | Hourly |
| L                   | 1.49 | 1.53 | 1.56 | 1.60 | 1.64 | 1.68 | 1.72 | 1.77 | 1.81 | 1.86 | 1.90 | 1.95 | 2.00 | 2.05 | 2.10 | 2.15 | 2.21 | 2.26 | 2.32 | 2.38 | Standby |
| M                   | 45492 | 46572 | 47748 | 48948 | 50184 | 51456 | 52716 | 54036 | 55368 | 56808 | 58188 | 59652 | 61152 | 62652 | 64224 | 65844 | 67500 | 69156 | 70932 | 72684 | Annual |
| N                   | 52N1 | 3881 | 3979 | 4079 | 4182 | 4288 | 4393 | 4503 | 4614 | 4734 | 4849 | 4971 | 5096 | 5221 | 5352 | 5487 | 5625 | 5763 | 5911 | 6057 | Monthly |
| O                   | 21.79 | 22.30 | 22.87 | 23.44 | 24.03 | 24.64 | 25.25 | 25.88 | 26.52 | 27.21 | 27.87 | 28.57 | 29.29 | 30.01 | 30.76 | 31.53 | 32.33 | 33.12 | 33.97 | 34.81 | Hourly |
| P                   | 1.53 | 1.56 | 1.60 | 1.64 | 1.68 | 1.72 | 1.77 | 1.81 | 1.86 | 1.90 | 1.95 | 2.00 | 2.05 | 2.10 | 2.15 | 2.21 | 2.26 | 2.32 | 2.38 | 2.44 | Standby |
| Q                   | 46572 | 47748 | 48948 | 50184 | 51456 | 52716 | 54036 | 55368 | 56808 | 58188 | 59652 | 61152 | 62652 | 64224 | 65844 | 67500 | 69156 | 70932 | 72684 | 74496 | Annual |
| R                   | 53N1 | 3881 | 3979 | 4079 | 4182 | 4288 | 4393 | 4503 | 4614 | 4734 | 4849 | 4971 | 5096 | 5221 | 5352 | 5487 | 5625 | 5763 | 5911 | 6057 | Monthly |
| S                   | 22.87 | 23.44 | 24.03 | 24.64 | 25.25 | 25.88 | 26.52 | 27.21 | 27.87 | 28.57 | 29.29 | 30.01 | 30.76 | 31.53 | 32.33 | 33.12 | 33.97 | 34.81 | 35.68 | Hourly |
| T                   | 1.56 | 1.60 | 1.64 | 1.68 | 1.72 | 1.77 | 1.81 | 1.86 | 1.90 | 1.95 | 2.00 | 2.05 | 2.10 | 2.15 | 2.21 | 2.26 | 2.32 | 2.38 | 2.44 | 2.50 | Standby |</p>
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</tbody>
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**Notes:***
- The table represents data for different years of experience with monthly, annual, and standby performance metrics.
- Each row corresponds to a different level of years of experience.
- The columns A to T likely represent different performance metrics or categories.
- The data includes values such as 50184, 4188, etc., which could represent specific performance values.
- The data format suggests it is part of a larger report or analysis, possibly related to performance statistics or benchmarks.
| Year of Experience | 0 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | Years of Experience |
|--------------------|---|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|---|
|                    | A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q | R | S | T |     |
| 58188              | 59652 | 61152 | 62652 | 64224 | 65844 | 67500 | 69156 | 70932 | 72684 | 74496 | 76392 | 78252 | 80208 | 82200 | 84264 | 86400 | 88560 | 90780 | 93060 |
| 4849              | 4971 | 5096 | 5221 | 5352 | 5487 | 5625 | 5763 | 5911 | 6057 | 6208 | 6366 | 6521 | 6684 | 6850 | 7022 | 7200 | 7380 | 7565 | 7755 | Annual |
| 27.87              | 28.57 | 29.29 | 30.01 | 30.76 | 31.53 | 32.33 | 33.12 | 33.97 | 34.81 | 35.68 | 36.59 | 37.48 | 38.41 | 39.37 | 40.36 | 41.38 | 42.41 | 43.48 | 44.57 | Hourly |
| 1.95              | 2.00 | 2.05 | 2.10 | 2.15 | 2.21 | 2.26 | 2.32 | 2.38 | 2.44 | 2.50 | 2.56 | 2.62 | 2.69 | 2.76 | 2.83 | 2.90 | 2.97 | 3.04 | 3.12 | Standby |
| 59652              | 61152 | 62652 | 64224 | 65844 | 67500 | 69156 | 70932 | 72684 | 74496 | 76392 | 78252 | 80208 | 82200 | 84264 | 86400 | 88560 | 90780 | 93060 | 95388 |
| 4971              | 5096 | 5221 | 5352 | 5487 | 5625 | 5763 | 5911 | 6057 | 6208 | 6366 | 6521 | 6684 | 6850 | 7022 | 7200 | 7380 | 7565 | 7755 | 7949 | Monthly |
| 28.57              | 29.29 | 30.01 | 30.76 | 31.53 | 32.33 | 33.12 | 33.97 | 34.81 | 35.68 | 36.59 | 37.48 | 38.41 | 39.37 | 40.36 | 41.38 | 42.41 | 43.48 | 44.57 | 45.68 | Hourly |
| 2.00              | 2.05 | 2.10 | 2.15 | 2.21 | 2.26 | 2.32 | 2.38 | 2.44 | 2.50 | 2.56 | 2.62 | 2.69 | 2.76 | 2.83 | 2.90 | 2.97 | 3.04 | 3.12 | 3.20 | Standby |
| 61152              | 62652 | 64224 | 65844 | 67500 | 69156 | 70932 | 72684 | 74496 | 76392 | 78252 | 80208 | 82200 | 84264 | 86400 | 88560 | 90780 | 93060 | 95388 | 97776 |
| 5096              | 5221 | 5352 | 5487 | 5625 | 5763 | 5911 | 6057 | 6208 | 6366 | 6521 | 6684 | 6850 | 7022 | 7200 | 7380 | 7565 | 7755 | 7949 | 8148 | Monthly |
| 29.29              | 30.01 | 30.76 | 31.53 | 32.33 | 33.12 | 33.97 | 34.81 | 35.68 | 36.59 | 37.48 | 38.41 | 39.37 | 40.36 | 41.38 | 42.41 | 43.48 | 44.57 | 45.68 | 46.83 | Hourly |
| 2.05              | 2.10 | 2.15 | 2.21 | 2.26 | 2.32 | 2.38 | 2.44 | 2.50 | 2.56 | 2.62 | 2.69 | 2.76 | 2.83 | 2.90 | 2.97 | 3.04 | 3.12 | 3.20 | 3.28 | Standby |
| 62652              | 64224 | 65844 | 67500 | 69156 | 70932 | 72684 | 74496 | 76392 | 78252 | 80208 | 82200 | 84264 | 86400 | 88560 | 90780 | 93060 | 95388 | 97776 | 100224 |
| 5221              | 5352 | 5487 | 5625 | 5763 | 5911 | 6057 | 6208 | 6366 | 6521 | 6684 | 6850 | 7022 | 7200 | 7380 | 7565 | 7755 | 7949 | 8148 | 8352 | Monthly |
| 30.01              | 30.76 | 31.53 | 32.33 | 33.12 | 33.97 | 34.81 | 35.68 | 36.59 | 37.48 | 38.41 | 39.37 | 40.36 | 41.38 | 42.41 | 43.48 | 44.57 | 45.68 | 46.83 | 48.00 | Hourly |
| 2.10              | 2.15 | 2.21 | 2.26 | 2.32 | 2.38 | 2.44 | 2.50 | 2.56 | 2.62 | 2.69 | 2.76 | 2.83 | 2.90 | 2.97 | 3.04 | 3.12 | 3.20 | 3.28 | 3.36 | Standby |
| 64224              | 65844 | 67500 | 69156 | 70932 | 72684 | 74496 | 76392 | 78252 | 80208 | 82200 | 84264 | 86400 | 88560 | 90780 | 93060 | 95388 | 97776 | 100224 | 102732 |
| 5352              | 5487 | 5625 | 5763 | 5911 | 6057 | 6208 | 6366 | 6521 | 6684 | 6850 | 7022 | 7200 | 7380 | 7565 | 7755 | 7949 | 8148 | 8352 | 8561 | Monthly |
| 30.76              | 31.53 | 32.33 | 33.12 | 33.97 | 34.81 | 35.68 | 36.59 | 37.48 | 38.41 | 39.37 | 40.36 | 41.38 | 42.41 | 43.48 | 44.57 | 45.68 | 46.83 | 48.00 | 49.20 | Hourly |
| 2.15              | 2.21 | 2.26 | 2.32 | 2.38 | 2.44 | 2.50 | 2.56 | 2.62 | 2.69 | 2.76 | 2.83 | 2.90 | 2.97 | 3.04 | 3.12 | 3.20 | 3.28 | 3.36 | 3.44 | Standby |
APPENDIX F
ASSIGNMENT PAY

Assignment Pay (AP) is a premium added to base salary and is intended to be used only as long as the skills, duties or circumstances it is based on are in effect. The “premium” is stated in ranges or a specific dollar amount. If stated in ranges, then number of ranges would be added to the base range of the class. The “reference number” indicates the specific conditions for which AP is to be paid.

Group A indicates those positions/classes which have been granted assignment pay; Group B indicates those assigned duties granted AP which are not class specific as defined by the Washington Compensation Plan; Group C applies only to Ref #29.

<table>
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<table>
<thead>
<tr>
<th>GROUP C</th>
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<tbody>
<tr>
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<tr>
<td>608G</td>
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<td>608I</td>
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</tbody>
</table>

REFERENCE #1: Within Central Washington University for information technology related network duties assigned to this particular position. Basic salary range plus four (4) ranges.

REFERENCE #18: Employees in any position whose current, assigned job responsibilities include proficient use of written and oral English and proficiency in speaking and/or writing one (1) or more foreign languages, American Sign Language, or Braille, provided that proficiency or formal training in such additional language is not required in the specifications for the job class. Basic salary plus two (2) additional ranges.

REFERENCE #20: Basic salary plus four (4) ranges for certified asbestos workers while they are required to wear and change into or out of full-body protective clothing and pressurized respirator.
REFERENCE #29: Basic salary plus up to four (4) ranges payable to employees in positions where the university’s or college’s/district’s ability to recruit and/or retain employees would severely impair the effective operation of the university or college/district. In extraordinary circumstances, where more than ten percent (10%) is required, additional pay ranges will be added.
APPENDIX G
CENTRAL WASHINGTON UNIVERSITY (CWU)

G.1 Hours of Work
A. Work performed at home as directed will be compensated for one-half (1/2) hour or actual time worked whichever is greater, for each incident.

B. Except for the addition above, CWU will abide by all provisions of Article 7, Hours of Work.

G.2 Overtime
A. CWU will continue with their current practice regarding overtime rates.

B. Supervisors will attempt to meet overtime requirements on a voluntary basis by offering the overtime to employees in the order listed below. If there are not enough qualified employees volunteering to work overtime, a supervisor may require employees to work overtime. A supervisor will only move to the next level if there are not enough qualified employees available to satisfy the overtime requirements.

1. Qualified employees within his or her shop.
2. Qualified bargaining unit employees outside his or her shop.
3. Qualified non-bargaining unit employees.

C. Supervisors will not perform overtime work normally done by bargaining unit employees except when an emergency arises and all other avenues have been exhausted.

D. In addition to the exceptions above, CWU will abide by all provisions of Article 8, Overtime.

G.3 Vacation Leave
A. Unused vacation leave credits of employees who change state Employers without a break in service will transfer with the employee to the new Employer. An employee who brings an accrued balance from another state Employer may use the previously accrued vacation leave during the probationary or trial service period.

B. With the exception of above, CWU will abide by the provisions of Article 11, Vacation Leave.

G.4 Suspended Operations
CWU will continue with their current practices as listed in CWU Policy 2-2-35 Suspended Operations (Emergency Closure dated 1/03/07). In addition, CWU will approve compensation for lost time for delayed openings or early closings described in (1) (D).
G.5 Miscellaneous Paid Leaves
   A. In Article 18, Section 18.5 the Personal Leave provision will expire with the expiration of the 2009-2011 Agreement.
   B. Except for the addition above, CWU will abide by all provisions of Article 18, Miscellaneous Paid Leaves.

G.6 Employee Files
   A. No material will be entered into the personnel file more than one (1) year after its creation.
   B. With the exception of above, CWU will abide by all provisions of Article 33, Employee Files.

G.7 Layoff and Recall
   A. For Layoffs Due to 07-09 Supplemental Budget or 09-11 Budget Cuts Only
      CWU will offer outplacement assistance for employees who are laid off or at risk for layoff. This provision will end with the expiration of the 2009-2011 Agreement.
   B. With the exception of A above, CWU will abide by all provisions of Article 35, Layoff and Recall.

G.8 Compensation
   A. Callback
      Callback provides a bonus payment of two (2) hours at one and one-half (1-1/2) of regular pay. These hours may be converted to compensatory time, with the supervisor’s approval.
   B. Shift Premium
      1. Employees will continue to be paid a shift premium of one dollar ($1.00) per hour in addition to their base salary rate for all hours worked during evening or night shifts. Evening and night shifts are defined as a work shift in which the majority of time is worked on a daily basis between 6 PM and 6 AM.
      2. Employees assigned to a shift that qualifies for shift premium pay will receive the same shift premium for authorized periods of any paid leave or holidays.
      3. When an employee is compensated for working overtime during hours for which shift premium is authorized, the overtime rate will be calculated including the shift premium pay for evening or night hours.
C. **Assignment Pay**  
CWU may grant assignment pay to a position to recognize specialized skills, assigned duties, and/or unique circumstances that exceed the ordinary. CWU determines which positions qualify for the premium. CWU will give the Union notice in accordance with Article 37, Mandatory Subjects.

D. Except for A, B and C above, CWU will abide by all provisions of Article 43, Compensation.

G.9 **Contracting**  
A. Employees covered by this Agreement will not be held responsible for work done by contract employees.

B. Except for the addition above, CWU will abide by all provisions of Article 49, Contracting.

G.10 **Electronic Fund Transfer**  
Employees hired on or after July 1, 2007, will receive their pay and any reimbursements via electronic fund transfer (payroll direct deposit).
APPENDIX H
THE EVERGREEN STATE COLLEGE (TESC)

H.1 Wellness
Human Resource Services, in consultation with the Wellness Committee, will develop three (3) group instruction wellness classes per fiscal year. The group instruction classes will be available to all employees. Employee-requested schedule changes may be granted in accordance with Article 7 for participation in wellness activities.

H.2 Educational Benefits
In addition to the provisions in Article 9, Training and Employee Development, the College agrees to provide educational benefits to employees that are in permanent status as of the first day of the quarter they are registering, to include:

A. Tuition Waiver
The college will permit the waiver of fees for up to eight (8) hours per quarter, on a space available basis, provided that the employee pays a thirty dollar ($30.00) administrative fee each quarter the benefit is used.

B. Release Time
Employees will be approved for the lesser of ten percent (10.0%) or four (4) hours of time worked each week to attend classes, scheduled programs, or conferences with faculty that are not available at other times. While every effort will be made to accommodate the employee’s request, these hours may be restricted if business needs conflict. Additional time may be taken as approved leave.

H.3 Parking
In addition to the provisions in Article 24, Commute Trip Reduction and Parking, if TESC elects to change the parking fees during the life of this Agreement, the process outlined in WAC 174-116 will be used to set the fees. Use of parking fund revenues is limited to the construction, operation and maintenance of the parking function and to support the commute trip reduction program. Upon request, the Union will be provided parking fund information.
APPENDIX I
WESTERN WASHINGTON UNIVERSITY (WWU)

I.1 Hiring and Appointments

A. Transfer System

1. The transfer system is a process by which employees with permanent status submit a request to transfer to other positions within their bargaining unit in the same job classification in which they currently hold permanent status.

2. Employees who wish to transfer to another position may submit to the University’s Human Resources Department a University application and resume.

3. Each transfer request will remain active for a period of six (6) months from the date submitted by the employee.

4. Employees may withdraw their transfer requests, in writing, at any time prior to referral for a position.

5. When an employee has been awarded a transfer, the employee will be prohibited from requesting another transfer for a minimum of twelve (12) months. The twelve (12) month period will begin on the first day the employee is assigned the new position.

6. Seniority is defined per Article 39, Seniority.

7. For the purposes of the transfer system only, a position is defined as a permanent position that reports to a specific department, exclusive of supervisor, location, shift, and days off.

8. When a permanent vacancy occurs, the Employer will determine if any employee has submitted a transfer request. The supervisor of the vacant position will be given the names of up to three (3) of the most senior employees from the transfer list who have the skills and abilities necessary to perform the duties of the position, if available. One (1) of the three (3) will be selected unless Human Resources has been notified why none of these candidates were suitable for the position. In addition, an employee’s transfer request will be turned down if the employee has documented attendance or performance problems.
B. **Shift Bids for Law Enforcement Employees only**

1. Quarterly, WWU will notify employees of available shifts and positions. Employees will bid the shift in seniority order, by job classification, in the following order: Corporals and then Officers. Employees may not bid for the same shift for more than two (2) consecutive quarters. Bidding will be completed six (6) weeks prior to the beginning of the quarter.

2. For the purposes of this section, seniority is defined as:

   a. Employee’s length of continuous service in their current position and/or rank;

   b. Ties will be broken by the employee’s length of continuous service as a commissioned law enforcement officer with the WWU Campus Police;

   c. In the event of a demotion, the employee’s length of total continuous service as a commissioned law enforcement officer with the WWU Campus Police will be the employee’s seniority date.

3. Except for employee-requested schedule changes, a law enforcement employee who rotates to a different shift based on a Department-wide shift rotation or a change in the individual’s shift, will receive a minimum of twelve (12) hours off between the end of the current shift assignment and the start of the new shift assignment, except in an emergency or where staffing does not permit.

C. **Interviews**

WWU will offer at least three (3) internal candidates, if available, the opportunity to interview for permanent positions. The internal candidates must have the skills and abilities to perform the duties of the position. Upon request, candidates interviewed, but not hired, can request the reasons for non-hire.

D. Except for the additions noted above, WWU will abide by all provisions of Article 4, Hiring and Appointments.

1.2 **Hours of Work**

A. **Determination**

WWU will continue to designate all bargaining unit A, B, and E employees as overtime-eligible employees.
B. **Alternate Work Schedules**
Employees may be assigned to workweeks and work shifts of different lengths in order to meet business and customer service needs or in response to employee request. For full-time employees, alternate schedules will consist of forty (40) hours of work, with at least two (2) consecutive days off, in a seven (7) day period.

C. With the exception of Article 7, Section 7.2 and Subsection 7.3 A.2 WWU will abide by all provisions of Article 7, Hours of Work.

### I.3 Overtime

**A. Overtime Definitions**

1. **Full-time Employees (excluding 7 (k) law enforcement employees)**
   WWU will continue to compensate all full-time overtime-eligible employees who have prior approval and work more than his or her scheduled work shift at the overtime rate.

2. **Part-time Employees**
   WWU will continue to compensate all part-time overtime-eligible employees at his or her regular rate of pay for all work performed up to forty (40) hours in a workweek and compensate part-time overtime-eligible employees at the overtime rate for all authorized work of more than forty (40) hours in a workweek.

**B. Compensatory Time**

1. All compensatory time in excess of sixty (60) hours must be used by June 30th of each year, except Campus Police. If compensatory time balances are not scheduled to be used by the employee by April of each year, the supervisor will contact the employee to review his or her schedule. The employee’s compensatory time balance in excess of sixty (60) hours will be cashed out every June 30th. When an employee separates from the Employer the employee’s compensatory time balance will be cashed out. WWU will continue its current practice with respect to compensatory time cash out when the employee transfers to another position.

2. Campus Police may accumulate up to four hundred and eighty (480) hours of compensatory time. All compensatory time in excess of one hundred sixty (160) hours must be used by June 30th of each year. If compensatory time balances are not scheduled to be used by the employee by April of each year, the supervisor will contact the employee to review his or her schedule. The employee’s compensatory time balance in excess of one hundred sixty (160) hours will be cashed out every June 30th. When an employee separates from the Employer the employee’s
compensatory time balance will be cashed out. WWU will continue its current practice with respect to compensatory time cash out when the employee transfers to another position.

C. With the exception of Article 8, Sections 8.1 A, 8.2 and 8.4 D, WWU will abide by all provisions of Article 8, Overtime.

I.4 Holidays
A. In addition to the paid holidays listed in Article 10, Section 10.1, classified employees will continue to have one (1) additional personal holiday designated the Winter Holiday.

B. Winter Holiday
Employees are entitled to one (1) Winter Holiday, to be used between the end of Fall Quarter and the beginning of Winter Quarter. The day may not be carried forward or paid out at separation.

C. Employees will be permitted to take their selected day as a Winter Holiday if the number of employees choosing a specific day off does not interfere with University operations or require the University to incur overtime.

D. The Winter Holiday may not be donated to Shared Leave.

E. Upon request, an employee will be approved to use part or all of his or her Winter Holiday for:

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

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

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

4. Any remaining portion of the Winter Holiday must be taken as one absence, not to exceed the work shift on the day of absence.

F. Except for the additions noted above, WWU will abide by all provisions of Article 10, Holidays.

I.5 Vacation Leave
A. Vacation Leave Accrual Rate Schedule
All classified employees at WWU will continue to accrue vacation leave at the accrual rates agreed to in the July 1, 2007 to June 30, 2009 Agreement between Western Washington University and Washington Federation of State Employees.
B. With the exception of A above to Article 11, Section 11.4, WWU will abide by all provisions of Article 11, Vacation Leave.

I.6 Suspended Operations and Inclement Weather
WWU will continue with their current practices as listed in WWU Policies U5400.03 Taking and Reporting Leave During Inclement Weather and U5400.04 Suspending University Operations.

I.7 Layoff and Recall
A. For Layoffs Due to 07-09 Supplemental Budget or 09-11 Budget Cuts Only
WWU will continue to offer outplacement services for employees who are laid off or at risk for layoff. This provision will end with the expiration of the 2009-2011 Agreement.

B. With the exception of A above, WWU will abide by all provisions of Article 35, Layoff and Recall.

I.8 Union Activities
A. Union Office
WWU will continue their current practice of renting the Union office space. Such space will include, but is not limited to, heat, telephone, and computer access.

B. Union Meetings
WWU will continue their current practice of allowing employees to attend local meetings, if they occur on work time. Employees must request release time to attend at least two (2) working days in advance and state the expected duration. Employees will make every effort to combine their attendance at local meetings with their lunches and/or breaks. Generally, local union meetings will be conducted after 5:00 p.m.

C. 2011-2013 WFSE HE Master Agreement Negotiations
In addition to the one (1) Union team member released in Article 40, Subsection 40.12 A.1, WWU will release two (2) additional union team members for up to sixteen (16) days for formal negotiations.

D. With exception of A, B and C above, WWU will abide by all provisions of Article 40, Union Activities.
I.9 Compensation

A. Pay for Performing the Duties of a Higher Classification

1. Employees who are temporarily assigned the full scope of duties and responsibilities of a higher-level classification will be notified in writing and will be advanced to a step of the range for the new class that is nearest to five percent (5.0%) higher than the amount of their current step. The Employer may grant a higher salary increase as provided in Article 43, Subsection 43.8 C.

2. Temporary duty assignments detailed above are excluded from the position review process in Article 42, Section 42.2.

B. With the exception noted above, WWU will abide by all provisions of Article 43, Compensation.
MEMORANDUM OF UNDERSTANDING
PRETAX PARKING, BUS PASSES AND OTHER COMMUTE TRIP REDUCTION OPTIONS

The Employer agrees to research the possibility of offering pretax parking, bus passes and other commute trip reduction options at all university or colleges/districts that charge parking fees, sell bus passes and collect money for other commute trip reduction options. The Employer agrees to report their findings to the Executive Director of the Washington Federation of State Employees by May 15, 2009. Issues that will be researched include, but are not limited to: the Internal Revenue Service requirements for pretax parking, bus passes and other commute trip reduction options, whether or not the current payroll systems for the community colleges, The Evergreen State College and Western Washington University are capable of processing pretax parking, bus passes, other commute trip reduction options and any other administrative issue.

If the research indicates that a specific university or college/district can meet the legal, processing and administrative requirements for pretax parking, bus passes and other commute trip reduction options the parties agree that specific university or college/district will offer pretax parking, bus passes and other commute trip reduction options via payroll deduction beginning July 1, 2009.

TENTATIVE AGREEMENT REACHED

For WFSE:  
/s/  4/3/09  
KURT SPIEGEL  DATE

For the Employer:  
/s/  4/3/09  
TINA PETERSON  DATE
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
THE EVERGREEN STATE COLLEGE
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES

By signing this memorandum of understanding, the parties agree as a one-time option, the Evergreen State College (TESC) will conduct a vote to determine whether the current Campus Police participating in the Law Enforcement Officers and Fire Fighters Plan 2 retirement system (LEOFF 2) wish to participate in the Social Security Insurance program. The vote will be conducted under the following terms and conditions:

1. The election will be conducted in accordance with the applicable Washington State Employment Security Department referendum policies and procedures and under the direction of the State Social Security Administrator. The Washington Federation of State Employees and eligible voting union members may participate in the election to the extent allowable by the applicable referendum policies and procedures cited above.

2. If the Campus Police vote to participate in the Social Security Insurance program, the coverage will begin no earlier than July 1, 2009 or the date required by the Social Security referendum policies and procedures, which ever comes latest.

3. If the Campus Police vote to continue to not participate in the Social Security Insurance program, status quo will be preserved. Employees will continue to not be entitled to the Employer’s portion of the Social Security Insurance.

TENTATIVE AGREEMENT REACHED

For WFSE:  
/s/  9/16/08  
KURT SPIEGEL  DATE  

For the Employer:  
/s/  9/16/08  
TINA PETERSON  DATE
THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

Executed this 23rd day of June, 2009.

For the Washington Federation of State Employees – Higher Education:

/s/ Greg Devereux
WFSE Executive Director

/s/ Kurt M. Spiegel
Chief Negotiator

/s/
Debbie Brookman
Senior Field Representative

For the State of Washington:

/s/ Diane K. Leigh, Director
OFM Labor Relations Office

/s/ Tina Peterson, Chief Negotiator
OFM Labor Relations Office

For Bellevue College:

/s/
B. Jean Floten
President
THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

Executed this 23rd day of June, 2009.

For the Washington Federation of State Employees – Higher Education:

/s/ Greg Devereux
WFSE Executive Director

/s/ Kurt M. Spiegel
Chief Negotiator

/s/ Debbie Brookman
Senior Field Representative

/s/ Christopher Stebbins
Central Washington University

/s/ Patrick Devlin
Central Washington University

For the State of Washington:

/s/ Diane K. Leigh, Director
OFM Labor Relations Office

/s/ Tina Peterson, Chief Negotiator
OFM Labor Relations Office

For Central Washington University:

/s/ James L. Gaudino
President

/s/ Sid Morrison
Chair, Board of Trustees

/s/
Sherer M. Holter
Assistant Vice President, Human Resources
THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

Executed this 23rd day of June, 2009.

For the Washington Federation of State Employees – Higher Education:

/s/ Greg Devereux
WFSE Executive Director

/s/ Kurt M. Spiegel
Chief Negotiator

/s/ Debbie Brookman
Senior Field Representative

For the State of Washington:

/s/ Diane K. Leigh, Director
OFM Labor Relations Office

/s/ Tina Peterson, Chief Negotiator
OFM Labor Relations Office

For Centralia College:

/s/
Dr. James M. Walton
President
THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

Executed this 23rd day of June, 2009.

For the Washington Federation of State Employees – Higher Education:

/s/ Greg Devereux  
WFSE Executive Director  

/s/ Kurt M. Spiegel  
Chief Negotiator

/s/ Debbie Brookman  
Senior Field Representative  

/s/ Phyllis Alexander  
Everett Community College

/s/ Max Phipps  
Everett Community College

For the State of Washington:

/s/ Diane K. Leigh, Director  
OFM Labor Relations Office  

/s/ Tina Peterson, Chief Negotiator  
OFM Labor Relations Office

For Everett Community College:

/s/ Dr. David N. Beyer  
President  

/s/ Nancy Truitt Pierce  
Board Chair
THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

Executed this 23rd day of June, 2009.

For the Washington Federation of State Employees – Higher Education:

/s/ Greg Devereux  
WFSE Executive Director

/s/ Kurt M. Spiegel  
Chief Negotiator

/s/ Debbie Brookman  
Senior Field Representative

/s/ Kirk Talmadge  
The Evergreen State College

/s/ Lin Crowley  
The Evergreen State College

For the State of Washington:

/s/ Diane K. Leigh, Director  
OFM Labor Relations Office

/s/ Tina Peterson, Chief Negotiator  
OFM Labor Relations Office

For The Evergreen State College:

/s/ Thomas L. Purce  
President

/s/ Paul Winters  
Chair
THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

Executed this 23rd day of June, 2009.

For the Washington Federation of State Employees – Higher Education:

/s/ Greg Devereux
WFSE Executive Director

/s/ Kurt M. Spiegel
Chief Negotiator

/s/ Debbie Brookman
Senior Field Representative

/s/ Richard Getchman
Green River Community College

/s/ Jeffery Henderson
Green River Community College

For the State of Washington:

/s/ Diane K. Leigh, Director
OFM Labor Relations Office

/s/ Tina Peterson, Chief Negotiator
OFM Labor Relations Office

For Green River Community College:

/s/ Richard Rutkowski
President
THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

Executed this 23rd day of June, 2009.

For the Washington Federation of State Employees – Higher Education:

/s/ Greg Devereux
WFSE Executive Director
/s/ Kurt M. Spiegel
Chief Negotiator

/s/ Debbie Brookman
Senior Field Representative
/s/ Vicki Echerd
Lower Columbia College

For the State of Washington:

/s/ Diane K. Leigh, Director
OFM Labor Relations Office
/s/ Tina Peterson, Chief Negotiator
OFM Labor Relations Office

For Lower Columbia College:

/s/
Dr. James McLaughlin
President
THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

Executed this 23rd day of June, 2009.

For the Washington Federation of State Employees – Higher Education:

/s/ Greg Devereux
WFSE Executive Director

/s/ Kurt M. Spiegel
Chief Negotiator

/s/ Debbie Brookman
Senior Field Representative

/s/ Walter Sanwald
Peninsula Community College

For the State of Washington:

/s/ Diane K. Leigh, Director
OFM Labor Relations Office

/s/ Tina Peterson, Chief Negotiator
OFM Labor Relations Office

For Peninsula Community College:

/s/ Thomas A. Keegan
President
THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

Executed this 23rd day of June, 2009.

For the Washington Federation of State Employees – Higher Education:

/s/ Greg Devereux
WFSE Executive Director

/s/ Kurt M. Spiegel
Chief Negotiator

/s/ Debbie Brookman
Senior Field Representative

/s/ Karen Whitney
South Seattle Community College

/s/ Kim Lawler
Seattle Central Community College

/s/ Matthew Davenhall
North Seattle Community College

/s/ Rodolfo Franco
North Seattle Community College

For the State of Washington:

/s/ Diane K. Leigh, Director
OFM Labor Relations Office

/s/ Tina Peterson, Chief Negotiator
OFM Labor Relations Office

For Seattle Community College District:

/s/ Dr. Jill Wakefield
Chancellor
THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

Executed this 23rd day of June, 2009.

For the Washington Federation of State Employees – Higher Education:

/s/ Greg Devereux
WFSE Executive Director

/s/ Kurt M. Spiegel
Chief Negotiator

/s/ Debbie Brookman
Senior Field Representative

/s/ Peggy Lytle
Shoreline Community College

/s/ Samuel Bess
Shoreline Community College

/s/ Arlene Strong
Shoreline Community College

For the State of Washington:

/s/ Diane K. Leigh, Director
OFM Labor Relations Office

/s/ Tina Peterson, Chief Negotiator
OFM Labor Relations Office

For Shoreline Community College:

/s/ Lee D. Lambert
President

/s/ Shoubee Liaw
Chair, Board of Trustees
THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

Executed this 23rd day of June, 2009.

For the Washington Federation of State Employees – Higher Education:

/s/ Greg Devereux
WFSE Executive Director

/s/ Kurt M. Spiegel
Chief Negotiator

/s/ Debbie Brookman
Senior Field Representative

/s/ Alanna Gehr
South Puget Sound Community College

/s/ Merrie Raymond-Haskey
South Puget Sound Community College

For the State of Washington:

/s/ Diane K. Leigh, Director
OFM Labor Relations Office

/s/ Tina Peterson, Chief Negotiator
OFM Labor Relations Office

For South Puget Sound Community College:

/s/ Dr. Gerald Pumphrey
President
THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

Executed this 23rd day of June, 2009.

For the Washington Federation of State Employees – Higher Education:

/s/ Greg Devereux  
WFSE Executive Director

/s/ Kurt M. Spiegel  
Chief Negotiator

/s/ Debbie Brookman  
Senior Field Representative

/s/ Richard Halverson  
Community Colleges of Spokane

/s/ Shelli Cockle  
Community Colleges of Spokane

For the State of Washington:

/s/ Diane K. Leigh, Director  
OFM Labor Relations Office

/s/ Tina Peterson, Chief Negotiator  
OFM Labor Relations Office

For Community Colleges of Spokane:

/s/ Patty Shea  
Chair, Board of Trustees
THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

Executed this 23rd day of June, 2009.

For the Washington Federation of State Employees – Higher Education:

/s/ Greg Devereux  
WFSE Executive Director

/s/ Kurt M. Spiegel  
Chief Negotiator

/s/ Debbie Brookman  
Senior Field Representative

/s/ William Ballard  
Tacoma Community College

/s/ Angie Simpson  
Tacoma Community College

For the State of Washington:

/s/ Diane K. Leigh, Director  
OFM Labor Relations Office

/s/ Tina Peterson, Chief Negotiator  
OFM Labor Relations Office

For Tacoma Community College:

/s/ Dr. Pamela Transue  
President
THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

Executed this 23rd day of June, 2009.

For the Washington Federation of State Employees – Higher Education:

/s/ Greg Devereux
WFSE Executive Director

/s/ Kurt M. Spiegel
Chief Negotiator

/s/ Debbie Brookman
Senior Field Representative

/s/ Brandon Taylor
Western Washington University

/s/ Dorthann Cloud
Western Washington University

/s/ Josef Bailey
Western Washington University

/s/ Ronald Rawls
Western Washington University

For the State of Washington:

/s/ Diane K. Leigh, Director
OFM Labor Relations Office

/s/ Tina Peterson, Chief Negotiator
OFM Labor Relations Office

For Western Washington University:

/s/ Chyerl Wolfe-Lee
Director, Human Resources

/s/ Elizabeth Monahan
Labor Relations Manager
THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

Executed this 23rd day of June, 2009.

For the Washington Federation of State Employees – Higher Education:

/s/ Greg Devereux  
WFSE Executive Director

/s/ Kurt M. Spiegel  
Chief Negotiator

/s/ Debbie Brookman  
Senior Field Representative

/s/ Rosemary Sterling  
Whatcom Community College

/s/ Amy Weaver  
Whatcom Community College

For the State of Washington:

/s/ Diane K. Leigh, Director  
OFM Labor Relations Office

/s/ Tina Peterson, Chief Negotiator  
OFM Labor Relations Office

For Whatcom Community College:

/s/ Dr. Kathi Hiyane-Brown  
President
# INDEX

<table>
<thead>
<tr>
<th>A</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abandonment</td>
<td>56</td>
</tr>
<tr>
<td>Access to Employee/Personnel Files</td>
<td>65, 66</td>
</tr>
<tr>
<td>Agreement</td>
<td>105</td>
</tr>
<tr>
<td>Term of</td>
<td>105</td>
</tr>
<tr>
<td>Copy of</td>
<td></td>
</tr>
<tr>
<td>Alcohol in the Workplace</td>
<td>52, 53, 54</td>
</tr>
<tr>
<td>Alternative Resolution Methods, Grievance</td>
<td>61</td>
</tr>
<tr>
<td>Alternative Work Schedules</td>
<td>15</td>
</tr>
<tr>
<td>WWU only</td>
<td>A-29</td>
</tr>
<tr>
<td>Arbitration, Grievance</td>
<td>63, 64, 65</td>
</tr>
<tr>
<td>Assignment Pay</td>
<td>101, A-21, A-22</td>
</tr>
<tr>
<td>CWU only</td>
<td>A-25</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bargaining Obligation, Mandatory Subjects</td>
<td>76, 77</td>
</tr>
<tr>
<td>Bargaining Units</td>
<td>A-1, A-2</td>
</tr>
<tr>
<td>Benefits</td>
<td></td>
</tr>
<tr>
<td>Health Care</td>
<td>102</td>
</tr>
<tr>
<td>Workers’ Compensation</td>
<td>44</td>
</tr>
<tr>
<td>Bereavement Leave</td>
<td>45</td>
</tr>
<tr>
<td>Blood Donation</td>
<td>46</td>
</tr>
<tr>
<td>Bulletin Boards and Newsstands</td>
<td>84</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Callback</td>
<td>98, 99</td>
</tr>
<tr>
<td>CWU only</td>
<td>A-24</td>
</tr>
<tr>
<td>Certification, Reimbursement for</td>
<td>55</td>
</tr>
<tr>
<td>Childcare</td>
<td></td>
</tr>
<tr>
<td>Centers on Campus</td>
<td>103</td>
</tr>
<tr>
<td>Leave for Emergency</td>
<td>28, 30, 48, 49</td>
</tr>
<tr>
<td>Classification</td>
<td></td>
</tr>
<tr>
<td>Newly Created</td>
<td>91, 95</td>
</tr>
<tr>
<td>Reallocation</td>
<td>91, 92, 93</td>
</tr>
<tr>
<td>Request for Review</td>
<td>91, 92</td>
</tr>
<tr>
<td>Closure of College (Suspended Operations)</td>
<td>10, 44, 45</td>
</tr>
<tr>
<td>CWU only</td>
<td>A-23</td>
</tr>
<tr>
<td>WWU only</td>
<td>A-31</td>
</tr>
<tr>
<td>Clothing, Uniforms</td>
<td>51, 52</td>
</tr>
<tr>
<td>Compensatory Time</td>
<td>20, 21</td>
</tr>
<tr>
<td>WWU only</td>
<td>A-29, A-30</td>
</tr>
<tr>
<td>Conferences and Conventions, Union</td>
<td>84</td>
</tr>
</tbody>
</table>
Contracting
  CWU only
  Shared Services
Cyclic Year Employment
  Leave without Pay
  Notice of Scheduled Leave without Pay

D
Death of Family Member
Death of Relative
Demotion
Disability
  Reasonable Accommodation of Separation
Discipline
Discrimination, Non-
Discharge
  For Just Cause
  Pre-disciplinary Meeting
Domestic Violence Leave
Drugs and Alcohol Training
Drugs in the Workplace
  Testing
Duties of Higher Class, Pay for Performing
  WWU only

E
Educational Benefits
  TESC only
Educational Leave Without Pay
Elevation
Employee Assistance Program
Employee Files
  CWU only
Employee Lounge Facilities
Employees’ Paid Release Time
  Grievance
  Investigatory Interviews
  Notification
E-Mail, Use of State
Ergonomic Assessments
Evaluation, Performance
Exigency Leave
### F
- **Family Care Leave**: 25, 28, 30, 47
- **Family and Medical Leave**: 40, 41, 42, 43

### G
- **Governmental Service Leave**: 48, 49
- **Grievance**
  - **Definition of**: 11, 58
  - **Filing of**: 58, 59, 61
  - **Informal Resolution**: 58
  - **Representation**: 58, 61, 62
- **Grievance Procedure**
  - **Step 1**: 61
  - **Step 2**: 61, 62
  - **Step 3**: 62
  - **Step 4**: 62, 63
  - **Step 5**: 63, 64, 65
  - **Time Limits**: 59, 61, 62, 63

### H
- **Harassment, Unlawful**: 1
- **Health and Safety**
  - **Committees**: 50, 51
  - **Reporting Safety Issues**: 50, 51
- **Hiring**: 2, 3
- **Holidays**
  - **WWU Only**: 22, 23, 24, 25
  - **Pay**: A-30
  - **Work on a Holiday**: 23, 24
- **Hours of Work**
  - **CWU Only**: 10, 13, 14, 15, 16, 17, 18
  - **WWU Only**: A-23
  - **WWU Only**

### I
- **Inclement Weather (Suspended Operations)**: 44, 45
  - **CWU Only**: A-23
  - **WWU Only**: A-31
- **Injury, Work-Related**
  - **Leave for**: 44
  - **Insurance, Health Care Benefits Amounts**: 102
- **Internet, Use of**: 83
- **Interviews**
  - **WWU Only**: 2, 3, 10, 46
- **In-Training Appointment**: 4, 5, 6
- **Intranet, Use of**: 83
Investigations 57
   Representation 57

J
Jury Duty 46
Just Cause 57

L
Layoff
   Leave
      Bereavement 45
      Domestic Violence 25, 28, 30, 31
      Donation 35, 36
      Educational 48, 49
      Exigency 40, 41
      Family and Medical 40, 41, 42, 43
      Family Care 25, 28, 30, 47
      Governmental Service 48, 49
      Jury Duty 46
      Leave Without Pay 48, 49, 50
      Life-Giving Procedures 46
      Medical 40, 41, 42, 43
      Military 48, 49, 50
      Military Family 25, 28, 30, 48, 50
      Paid, Miscellaneous 45, 46, 47
      Parental 40, 41, 42, 43
      Personal Holiday 24, 25
      Personal 46, 47, A-24
      Pregnancy Disability 42, 43
      Servicemember Family 41
      Shared 32, 33, 34, 35, 36, 37
      Uniformed Service 37, 38, 39, 40
      Union Activities 48, 84
      Volunteer Firefighting 48, 49
      WFSE Council President and Vice-President 85, 86

Licensure
   Reimbursement for 55
   Life-Giving Procedures Leave 46
M
Management Rights  75, 76
Mandatory Subjects  76, 77
Meal Periods  16, 17
Medical File  65, 66
Military Leave  49
    Family  25, 28, 30, 47, 50
    Shared  32, 33, 34, 35, 36, 37
    Uniformed Service Shared Leave Pool  37, 38, 39, 40

N
New Employee Orientation  22
Newsstands, Bulletin Boards and  84

O
Off-Duty Conduct  11, 56, 57
Orientation, New Employee  22
Overpayment  100, 101
Overtime
    Definition of  10, 18
        WWU only  A-28, A-29
    Determination of Eligibility  10, 14
        WWU only  A-28
    Eligibility for  13, 14, 19, 20
        CWU only  A-23
        WWU only  A-29
    Exempt from  13, 14, 17, 18
    Rate  10, 19
        CWU only  A-23

P
Parental and Pregnancy Disability Leave  42, 43
Parking  54, 55, A-33
    TESC only  A-26
Payment of Sick Leave
    Annual Cash Out  31
    Separation Cash Out  31, 32
Payroll Deduction, Dues  87, 88
Performance Evaluations  12, 13
Personal Holiday  24, 25
Personal Leave  46, 47
Personnel Files, Access to  65, 66
Position Description  91
Posting Positions  2, 3
Pregnancy Disability Leave  42, 43
Privacy 10, 56
Probationary Employees 12
   Evaluation of 6, 7
   Probationary Period 7
   Separation of 7
Promotion 3
   Definition 96, 97
   Salary upon 96, 97
Project Employment 4

R
Reallocation 92
   Effective Date, Employee Request 92, 93
   Effect of 91, 92
   Employee Initiated Position Review 93
   Salary Impact of
Reasonable Accommodation 11, 67, 68
Reassignment 98
Recognition, Union 1
Release Time, Stewards 81, 82
Remedial Action 10
Representation 57, 80
   Employee Right to
Resignation 56
Rest Periods 17
Reversion 5, 8, 9, 98
Rights, Management 75, 76

S
Safety Committees 50, 51
Salary Overpayment 100, 101
Salary Schedules – General Service Range
Salary Schedules – SP Range
Salary Schedules – N1 Range
Savings Clause 104
Schedule Change, Notification 15, 16
   Emergency 14, 15, 16
   Temporary/Permanent
Seniority 78, 79
   Definition of
   Layoff 70, 71, 72
   List 80
Severe Inclement Weather/Unable to Report to Work 44, 45
  CWU only  A-23
  WWU only  A-31
Servicemember Family Leave 41
Shared Leave 32, 33, 34, 35, 36, 37
  Uniformed Service Shared Leave Pool 37, 38, 39, 40
Shift Bids, Law Enforcement
  WWU only  A-28
Shift Premium 99
  CWU only  A-24
Sick Leave 29, 30, 31, 32
Skills and Abilities 70
Standby Pay 99, 100
Steward List 81
Stewards
  Master Agreement Training 21, 22
  Paid Release Time and Notification 81, 82
  Use of State Facilities, Resources and Equipment 83
Supervisory File 65, 66
Suspended Operations 10, 44, 45
  CWU only  A-23
  WWU only  A-31
Temporary Appointments 9, 10, 11, 12
Time Limits, Grievance Procedure 59, 61, 62, 63
Tools and Equipment 51
Training
  Drug and Alcohol 54
  Master Agreement 21, 22
  Performance Evaluations 13
  Required 21
Transfer
  Definition of 3, 98
  WWU only  A-27
Transition Review Period 73, 74
Travel 54
Trial Service
  Reversion 5, 8, 9
  Review Period 4, 5, 7, 8
Tuition Waiver 22
  TESC only  A-26
## U
- Uniformed Service Shared Leave Pool: 37, 38, 39, 40
- Uniforms: 51, 52
- Union Activity
  - Bulletin Boards: 84
  - Distribution of Material: 84
  - Time Off for
    - CWU Only: A-23
    - WWU only: A-30, A-31
- Union, Leave for Temporary Employment with the: 85
- Union-Management Communications Committee: 77, 78
- Union Security: 87, 88

## V
- Vacation Leave: 26, 27, 28, 29
  - CWU only: A-23
  - WWU only: A-30, A-31
- VEBA: 102
- Voluntary Resignation: 56
- Volunteer Firefighting: 48, 49
- Volunteers: 55

## W
- Wellness: 51, 102
  - TESC only: A-26
- Workers’ Compensation: 44
- Work Schedules
  - Notice Period for Change: 14, 15, 16
- Working Conditions, Impact of Change on: 76, 77
- Workplace Behavior: 2