

INTERIM AGREEMENT ONLY.

This agreement will only become final when the complete agreement is determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2026-2027 budget.

****TENTATIVE**¹**

**INTERIM AGREEMENT
BETWEEN
THE STATE OF WASHINGTON
AND THE COALITION OF COLLEGES
AND
THE WASHINGTON PUBLIC EMPLOYEES ASSOCIATION**

Re: Non-Economic Terms ***

On April 27, 2025, the Legislature concluded the 2025-2026 legislative session and did not include the funds necessary to implement the tentative collective bargaining agreement between the parties submitted to the legislature. Pursuant to RCW 41.80.010(3), the parties reopened negotiations on June 3, 2025; pursuant to RCW 41.80.010(6) after the expiration of the 2023-2025 agreement on June 30, 2025, the terms and conditions specified in the collective bargaining agreement remain in effect until the effective date of a subsequently negotiated agreement, not to exceed one year.

Pursuant to RCW 41.80.010(6), the following terms and conditions identified in the following articles of the 2023-2025 agreement will continue to apply to the parties with no changes, effective July 1, 2025:

Preamble

Article 1. Union Recognition

Article 3. Workplace Behavior

Article 5. Title IX

Article 6. Performance Evaluation

Article 8. Overtime

Article 9. Training and Employee Development

¹ These non-economic terms of this agreement are tentative pending timely submission of the complete agreement for financial feasibility determinations and subsequent request and approval of funding by the legislature. Because these terms are not wholly dependent on funding, they will go into effect on July 1, 2025 and remain in effect until June 30, 2027; 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 of one (1) year from the expiration date. Thereafter the employer may unilaterally implement according to law.

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Article 10. Licensing, Certification and Qualifications

Article 11. Holidays

Article 14. Shared Leave

Article 15. Uniformed Service Shared Leave Pool

Article 16. Family and Medical Leave, Parental Leave, Pregnancy Disability Leave, and Washington Paid Family and Medical Leave

Article 19. Leave Without Pay

Article 22. Work-Related Injury or Illness

Article 24. Drug and Alcohol-Free Workplace

Article 25. Electronic Monitoring of Employee Activity

Article 26. Relocation/Use of Vehicles/Travel

Article 27. Use of Electronic Devices and Equipment

Article 28. Disciplinary Procedures

Article 29. Resignation and Abandonment

Article 30. Grievance Procedure

Article 31. General Conditions and Benefits

Article 32. Legal Liability

Article 33. Personnel Files

Article 34. Reasonable Accommodations and Disability Separation

Article 35. Seniority

Article 36. Layoff and Recall

Article 37. Management Rights

Article 38. Labor/Management Communication Committee

Article 40. Union Dues Deduction and Status Reports

Article 41. Classification

Article 43. Healthcare Benefits

Article 44. Voluntary Employees Beneficiary Association (VEBA)

Article 45. Strikes

Article 46. Entire Agreement

Article 47. Savings

Article 48. Distribution of Agreement

Article 49. Duration

Article 50. Mandatory Subjects

Appendix A. Bargaining Units with Represented Individuals

Appendix B. Bargaining Units with Appendix D Part-Time Hourly Appointment
Represented Individuals as of November 12, 2019

Appendix C. WPEA Higher Ed Layoff Units

Appendix D. Part-Time Hourly Appointments

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MOU A. Data Sharing Agreement

The parties further agree through their signature to this agreement that the following modified non-economic terms and conditions reflected in these articles of the 2023-2025 agreement will be implemented early and become effective on July 1, 2025. These modified articles are provided in their entirety below.

ARTICLE 2

DIVERSITY, EQUITY, INCLUSION AND NON DISCRIMINATION

- 2.1 The Employer and the Union support and are committed to diversity, equity, and inclusion. Both parties agree that the workplace should foster mutual respect, accessibility, dignity and cultivate a sense of belonging in a pro-equity anti-racist environment.

Grievances filed under this subsection will not proceed beyond Step 2 in accordance with Article 30.2.

- 2.2 Under this Agreement, discrimination against employees on the basis of religion, age, gender, 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, gender expression, gender identity, or the presence of any real or perceived sensory, mental or physical disability, genetic information, pregnancy, status as a breastfeeding/chest feeding parent, being a victim of domestic violence, sexual assault, or stalking, citizenship, immigration status or because of the participation or lack of participation in union activities is prohibited, and no unlawful harassment will be tolerated.

- 2.3 Employees who feel they have witnessed or been the subjects of unlawful discrimination, harassment or hostile work environment are encouraged to bring such issues to the attention of their supervisor or the Human Resources Office, or to file a complaint in accordance with college/district policy. In cases where an employee files both a grievance and an internal complaint regarding the same alleged discrimination, harassment or a hostile work environment, the grievance will be suspended until the internal complaint process has been completed.

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- 2.4** When a complaint is received, the Employer will determine the appropriate form of investigation, if any, and take appropriate action. When the Employer has determined that an investigation is warranted, the Employer will begin an investigation within twenty-one (21) calendar days. Each thirty (30) day period thereafter, the complainant employee and the investigated employee may request and receive an update on the status of the investigation. At the conclusion of the investigation, the complainant employee will be provided with a notification that the investigation is completed and the investigated employee will be provided with both a notification that the investigation is complete and information on the investigation outcome.
- 2.5** Both parties agree that nothing in this Agreement will prevent the implementation of an approved affirmative action plan.
- 2.6** Both parties agree that nothing in this Agreement will prevent an employee from filing a complaint with the Washington State Human Rights Commission, Office of Civil Rights, or the Equal Employment Opportunities Commission.
- 2.7** The Employer agrees to provide training and the Union agrees to support and encourage participation in training to positively accept the diversity that exists in the workplace and to understand as well as to prevent all forms of discrimination.

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. Positions will be posted for at least seven (7) calendar days.
- B.** Labor/Management Communication Committee (LMCC) meetings, as described in [Article 38](#), may include the sharing and discussion of information about filling, leaving vacant, reallocating or eliminating bargaining unit positions and positions that supervise bargaining unit positions, along with the timeframe thereof. As part of the preparation for

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the meeting, in accordance with [Section 38.2](#) C, at the Union's request, the Employer will provide a list of vacant positions, at the meeting. The list will include information about the status of the open position(s).

- C. When filling positions, the Employer will appoint to the position the most senior candidate on the appropriate internal layoff list with the required skills and abilities who had indicated an appropriate geographic availability.
- D. If the position is not filled from the layoff list, all promotional, transfer voluntary demotion candidates, who have the skills and abilities to perform the duties of the position will be considered by the Employer, prior to consideration of other candidates.
- E. An internal promotional candidate is an employee who applies for appointment with their college/district to a class with a higher salary range maximum.
- F. A transfer candidate is an employee who applies for appointment with their college/district to a position in the same class or to a different class with the same salary range maximum.
- G. A voluntary demotion candidate is an employee who applies for appointment with their college/district to a class with a lower salary range maximum.
- H. Once hired, promoted, transferred or demoted, an employee will receive a position description of their new position within twenty-one (21) calendar days following their start date.

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) calendar days before the start of each annual

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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.

4.3 Types of Positions

A. Permanent Positions

Except for project positions, non-permanent positions or (temporary) hourly appointments established under Appendix D, classified positions are considered to be permanent with no specific end date. However, nothing in this Article precludes the Employer from initiating a layoff in accordance with [Article 36](#), Layoff and Recall.

B. Project Positions

1. The Employer may establish project positions for which the assigned work is contingent upon state, federal, local, grant, or other special funding of specific and/or of time-limited duration. Project positions will be identified as such and the Employer will notify employees appointed to project positions, in writing, of the expected end date of the project employment.
2. Employees who enter into project positions without previously attaining permanent status will serve a probationary period. Employees will gain permanent status upon successful completion of their probationary period.

Project employees with permanent status will serve a trial service period when they:

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

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- 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 status for transfer, voluntary demotion, or promotion to non-project positions. Project 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 position into a permanent position, due to a change in the nature of funding, and retains the incumbent employee who has already served a probationary or trial service period in that position, the employee will not serve a new probationary or trial service period.
 - 5. The layoff and recall rights of project employees will be in accordance with the provisions in [Article 36](#).
- C. In Training Positions
- 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.
 - 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 prior written notice from the Employer.
 - 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. The employee's reversion right will be to the job classification that the employee held

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permanent status in prior to their in-training appointment, in accordance with Subsections 4.5 (B)(3) and 4.5(B)(4) of this Article.

The in-training separation of an employee will not be subject to the grievance procedure in [Article 30](#).

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.

D. Non-Permanent Positions

1. The Employer may make classified non-permanent appointments to fill in for the absence of a permanent employee, during a workload peak, while recruitment is being conducted or when the nature of the work is sporadic and does not fit a particular pattern. Non-permanent appointments will not exceed eighteen (18) months. A non-permanent appointee must have the skills and abilities required for the position and will be assigned to an official Washington State Human Resources job classification and paid on the General Service Salary Schedule. The Employer may choose to fill the position with a competitive process or by appointment.
2. A permanent employee who accepts a non-permanent appointment within their college will have the right to return to their position in the college or to a position in the permanent classification they left at the completion of the non-permanent appointment, provided, the employee has not left the original non-permanent appointment, or unless the original supervisor agrees otherwise.

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3. The Employer may convert a non-permanent appointment into a permanent appointment if the Employer used a competitive process to fill the non-permanent appointment. In such circumstances the employee will serve a probationary or trial service period upon conversion.
4. The Employer may end a non-permanent appointment at any time with one (1) working day's notice to the employee.
5. The separation of a non-permanent employee will not be subject to the grievance procedure in [Article 30](#).

4.4 Employee Status

A. Classified Service/Permanent Status

An employee will attain permanent status in the classified service upon completion of a probationary period. For positions designated in-training, Subsection 4.3 C will govern when permanent status is attained.

An Employee who is newly hired in a classified position will be required to serve a probationary period, regardless of whether or not they have held permanent status at another college district or agency. However, unless the employee has a break in service between appointments, they will have continuous or unbroken classified service for the purpose of seniority, leave and any article in this Agreement that refers to continuous or unbroken service.

B. Job Classification

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

4.5 Review Periods

A. Probationary Period

1. All employees, including part-time or full-time, will serve a probationary period of six (6) months following their initial appointment to a permanent or project position. 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. The Employer agrees to notify

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the employee in writing when it intends to extend the probationary period of an employee or for all employees in a classification beyond six (6) months. If the extension is based on performance issues, the supervisor will provide written information to the employee about the needed improvement(s).

2. If the Employer converts the status of a non-permanent appointment to a permanent appointment, the incumbent employee will serve a probationary period upon conversion.
3. The Employer may separate a probationary employee at any time during the probationary period, whether or not the Employer has evaluated the probationary employee. Probationary separation will not be subject to the grievance procedure in [Article 30](#).
4. The Employer will extend an employee's probationary period, on a day-for-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service or Employer-mandated temporary reductions in hours (furloughs) under [Subsections 36.5.B, and C](#).
5. An employee who transfers or is promoted prior to completing their initial probationary period will serve a new probationary period. The length of the new probationary period will be in accordance with Subsection 4.5(A)(1), unless adjusted by the Employer for time already served in probationary status. However, in no case will the total probationary period be less than six (6) months.

B. Trial Service Period

1. Except for those employees in an in-training appointment, all other employees with permanent status who are promoted, or who voluntarily accept a transfer or demotion into a job classification for which they have not previously attained permanent status, 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) consecutive months. The Employer agrees to notify the employee in writing when it intends to extend the trial service period of an employee beyond six

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- (6) months. If the extension is based on performance issues, the supervisor will provide written information to the employee about the needed improvement(s). Employees in an in-training appointment will follow the provisions outlined in Subsection 4.3 C.
2. If the Employer converts the status of a non-permanent appointment to a permanent appointment, an incumbent employee who has already attained permanent status will serve a trial service period. However, the Employer will credit time worked in the non-permanent appointment toward completion of the trial services period per Subsection 4.3(D)(3).
 3. An employee serving a trial service period will have their trial service period extended, on a day-for-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service or Employer-mandated temporary reductions in hours (furloughs) under [Subsections 36.5.B](#), and C.
 4. With prior written notice by the Employer, all employees that have not successfully completed a trial service period may be offered an opportunity to revert to a position in the same institution 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 job classification of the vacant position, the employee will be required to complete a trial service period.
 5. An employee who has no reversion options or does not revert to the classification they held prior to the trial service period may request the Human Resource Office to place their name on the layoff list for positions in job classifications where they had previously attained permanent status.

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6. An employee serving a trial service period may voluntarily revert to their 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 and at the discretion of the Employer, an employee serving a trial service period may voluntarily revert at any time to a vacant position in the same 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 employees who are unsuccessful during their trial service period is not subject to the grievance procedure in [Article 30](#).

- C. Transition Review Period
In accordance with [Article 36](#), Layoff and Recall, the Employer may require an employee to complete a transition review period.

ARTICLE 7 HOURS OF WORK

7.1 Definitions

- A. Full-time Employees
Employees who are scheduled to work forty (40) hours per workweek.
- B. Overtime-Eligible Employees
Employees who are covered by the overtime provisions of state and federal law.
- C. Overtime-Exempt Employees
Employees who are not covered by the overtime provisions of state and federal law.

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- D. Part-time Employees
Employees who are scheduled to work less than forty (40) hours per workweek.
- E. Work Schedules
Workweeks and work shifts of different numbers of hours 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.
- F. Work Shift
The hours an employee is scheduled to work each workday in a workweek.
- G. Workday
One (1) of seven (7) consecutive, twenty-four (24) hour periods in a workweek.
- H. Workweek
A regularly re-occurring period of one hundred sixty-eight (168) hours consisting of seven (7) consecutive twenty-four (24) hour periods. Workweeks for employees will normally begin at 12:01 am Sunday and end at 12:00 midnight the following Saturday or as otherwise designated by the appointing authority or their designee. If there is a change in their workweek, employees will be given written notification by the appointing authority or their designee.

7.2 Position Designation

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

7.3 Overtime-Eligible Positions-Schedules

- A. Regular Work Schedules
The regular work schedule for overtime-eligible employees will not be more than forty (40) hours in a workweek, with two (2) consecutive calendar days off and starting and ending times as determined by the requirements of the position and the Employer.

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B. Alternate Work Schedules

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

The Employer will not adjust the workday for the employee's workweek to avoid the payment of overtime or accrual of compensatory time, unless requested by the employee.

C. Temporary Schedule Changes

Employees' workweeks and/or work schedules may be temporarily changed with prior notice from the Employer. A temporary schedule change is defined as a change lasting twenty-one (21) calendar days or less. Overtime-eligible employees will receive seven (7) calendar days' written notice of any temporary schedule change. The day that notification is given is considered the first day of notice. Notice will normally be given to the employee during their scheduled working hours.

D. Permanent Schedule Changes

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

E. Emergency Schedule Changes

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

F. Employee-Requested Schedule Changes

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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.

G. Off-Duty Phone Calls

An off-duty overtime-eligible employee will be compensated in six (6) minute increments for receiving and/or responding to work related phone calls.

7.4 Overtime-Eligible Unpaid Meal Periods

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

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

Employees working three (3) or more hours longer than a normal workday will be allowed at least one (1) thirty (30) minute meal period.

7.6 Overtime-Eligible Paid Meal Periods for Straight Shift Schedules

The Employer and the Union agree to 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.

7.7 Overtime-Eligible Rest Periods

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, taking into account the Employer's work requirements and the employee's wishes. Rest periods do not require relief from duty. Where the nature of the work allows employees to take intermittent rest

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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.

7.9 Overtime-Exempt Employees

Overtime-exempt employees are not covered by federal or state overtime laws. Compensation is based on the premise that overtime-exempt employees are expected to work as many hours as necessary to provide the public services for which they were hired. These employees are accountable for their work product, and for meeting the objectives of the institution for which they work. The Employer's practice 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. During workload peaks, impending project deadlines, and other exigent circumstances, overtime-exempt employees who have prior written approval from their supervisor and work in excess of forty-five (45) hours in the workweek may accrue exchange time. Exchange time shall be accrued at straight-time to a maximum of forty (40) hours. Exchange time

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has no cash value and cannot be transferred between Higher Education Institutions or other State Agencies. Exchange Time must be used in the same Fiscal Year it was accrued.~~The appointing authority or their designee may approve overtime exempt employee absences with pay for extraordinary or excessive hours worked, without charging leave.~~

- F. If they give prior notice 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 12 VACATION LEAVE

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

12.2 Vacation Leave Credits

Full-time and part-time employees will be credited with vacation leave accrued monthly, according to the rate schedule and vacation leave accrual below.

12.3 Vacation Leave Accrual

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

- A. Employees working less than full-time schedules will accrue vacation leave on the same proportional basis that their appointment bears to a full-time appointment.
- B. The scheduled period of cyclic year position leave without pay will not be deducted for purposes of computing the rate of vacation leave accrual for cyclic employees.

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- C. Vacation leave will not accrue during leave without pay which exceeds ten (10) working days in any calendar month, nor will credit be given toward the rate of vacation leave accrual except during military leave without pay.
- D. Vacation leave accruals for the prior calendar month will be credited and available for employee use the first of the next calendar month.
- E. Employment in positions not accruing leave is not credited for continuous or total state employment.

12.4 Vacation Leave Accrual Rate Schedule

Full Years of Service	Hours Per Year
During the first and second year of current continuous employment	One hundred twelve <u>One hundred thirty-six</u> (144 136)
During the third year of current continuous employment	One hundred twenty <u>One hundred thirty-six</u> (120 136)
During the fourth year of current continuous employment	One hundred twenty-eight <u>One hundred thirty-six</u> (128 136)
During the fifth and sixth years of total employment	One hundred thirty-six (136)
During the seventh, eighth, and ninth year of total employment	One hundred forty-four (144)
During the tenth, eleventh, twelfth, thirteenth, and fourteenth year of total employment	One hundred sixty (160)
During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth year of total employment	One hundred seventy-six (176)
During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth year of total employment	One hundred ninety-two (192)
During the twenty-fifth year of total employment and thereafter	Two hundred (200)

12.5 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

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may limit the number of people who may take vacation leave at one (1) time due to business needs and work requirements.

12.6 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. The Employer may designate black-out periods to address operational needs with advance notice. The Employer may approve vacation requests during the black-out period on a case-by-case basis.
- C. Employees will not request or be authorized to take scheduled vacation leave if they 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.

12.7 Family Care Leave

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

12.8 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 Section 19.13.

12.9 Domestic Violence Leave

Employees may use vacation leave for leave as required by the Domestic Violence Leave Act, [RCW 49.76](#).

12.10 Use of Vacation Leave for Sick Leave Purposes

The Employer may allow an employee who has used all of their sick leave to use vacation leave for sick leave purposes as provided in [Subsection 13.2](#) A. An employee who has used all of their sick leave may use vacation leave for sick leave purposes as provided in [Subsection 13.2](#) B–H.

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12.11 Emergency Childcare

Employees may use vacation leave for childcare emergencies after the employee has exhausted all of their accrued compensatory time. Use of vacation leave and sick leave for emergency childcare is limited to a combined maximum of six (6) days per calendar year.

12.12 Vacation Cancellation

- A. 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.
- B. In those cases where an employee will not have sufficient vacation leave to cover the absence at the time it is scheduled to commence, the Employer may cancel the approved vacation leave or authorize leave without pay. Should the Employer cancel the vacation leave due to insufficient vacation leave, the affected employee will not be reimbursed for any vacation expenses.

12.13 Vacation Leave Maximum

In accordance with [RCW 43.01.040](#), employees may accumulate maximum vacation balances not to exceed two hundred eighty (280) hours. However, there are two (2) exceptions that allow vacation leave to accumulate above the maximum:

- A. If an employee's request for vacation leave is denied by the Employer, and the employee is close to the vacation leave maximum, the institution will grant an extension for each month that the institution must defer the employee's request for vacation leave.
- B. An employee may also accumulate vacation leave days in excess of two hundred eighty (280) hours as long as the employee uses the excess balance prior to their anniversary date. Any leave in excess of the maximum that is not deferred in advance of its accrual as described will be lost on the employee's anniversary date.

12.14 Separation

Any employee, who has been employed for at least six (6) continuous months will be entitled to payment for vacation leave credits when they:

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- A. Resign with adequate notice;
- B. Retire;
- C. Are laid off; or
- D. Are terminated by the Employer.

In addition, the estate of a deceased employee will be entitled to payment for vacation leave credits.

ARTICLE 13 SICK LEAVE

13.1 Sick Leave Accrual

Employees will accrue sick leave each month under the following conditions:

- A. Employees working a full-time schedule and in pay status for eighty (80) non-overtime hours in a calendar month will accrue eight (8) hours of sick leave. In accordance with the Minimum Wage Requirements and Labor Standards, [RCW 49.46.210](#), overtime-eligible employees, who have been on leave without pay that exceeds ten (10) working days in a calendar month, will accrue sick leave at the rate of one (1) hour of sick leave per forty (40) hours worked up to a maximum of eight (8) hours of sick leave in a month. For overtime-exempt employees, sick leave will not accrue during leave without pay that exceeds ten (10) working days in a calendar month.
- B. Employees working less than a full-time schedule will accrue sick leave on the same proportional basis that their employment schedule bears to a full-time schedule.
- C. Sick leave accruals for the prior calendar month will be credited and available for employee use the first of the next calendar month.
- D. This Section and the entire Article 13 do not apply to those part-time hourly appointments covered in Appendix D.

13.2 Sick Leave Use

Sick leave may be used for:

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- A. A personal illness, injury or medical disability that prevents the employee from performing their job, or personal medical or dental appointments.
- B. Care of family members as required by the State Family Care Act, [RCW 49.12](#), and Family Care Rules, WAC 296-130 and for the purposes and family members as defined by [RCW 49.46](#), the Minimum Wage Requirements and Labor Standards, [49.46.210](#), family members to include a:
 - 1. Child, including a biological, adopted, or foster child, stepchild, or a child, a child's spouse to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
 - 2. Parent, including a Biological~~Biological~~, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
 - 3. Spouse;
 - 4. Registered domestic partner, as defined by [RCW 26.60](#);
 - 5. Grandparent means a parent of the employee's parent;
 - 6. Grandchild means a child of the employee's child;
 - 7. Sibling~~;~~~~or~~
 - 8. Any individual who regularly resides in the employee's home, or where the relationship creates an expectation that the employee care for the person, and the individual depends on the employee for care. "Family member" includes any individual who regularly resides in the employee's home except that it does not include an individual who simply resides in the same home with no expectation that the employee care for the individual; or
 - 89. Other category as provided by [RCW 49.46.210](#).

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- C. A death of any relative or household member that requires the employee's absence from work. Relatives are defined for this purpose as spouse, domestic partner, significant other, legal ward, child, grandchild, great-grandchild, foster child, child-in-law, grandparent, great-grandparent, parent, sibling, sibling of one's parent, child of one's sibling, first cousin, sibling-in-law and corresponding relatives of employee's spouse, domestic partner or significant other.
- D. Childcare emergencies after the employee has exhausted all their accrued compensatory time. Use of sick leave and vacation leave for emergency childcare is limited to a combined maximum of six (6) days per calendar year.
- E. ~~Closure of an Employer's place of business, in~~ In accordance with the Minimum Wage Requirements and Labor Standards, [RCW 49.46.210](#), by order of a public official for any health-related reason, as defined in WAC 296-128-600 or when an employee's child's school or place of care has been closed for such a reason or after the declaration of an emergency by a local or state government or agency, or by the federal government. ~~Health-related reason, as defined in WAC 296-128-600 (8), means a serious public health concern that could result in bodily injury or exposure to an infectious agent, biological toxin, or hazardous material.~~ Health-related reason does not include closure for inclement weather.
- F. Leave for Military Family Leave Act as required by [RCW 49.77](#) and in accordance with [Section 19.13](#).
- G. Leave for Domestic Violence Leave as required by [RCW 49.76](#).

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

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

13.4 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.

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13.5 Sick Leave Reporting, Certification and Verification

- A. An employee must promptly notify their supervisor on the first day of sick leave and each day after, unless there is mutual agreement to do otherwise. If an employee is in a position where a relief replacement is necessary if they are absent, they will notify the supervisor at least two (2) hours prior to the scheduled time to report to work (excluding leave taken for emergencies in accordance with [RCW 49.76](#) Domestic Violence Leave).
- B. The Employer may require a written medical certificate for any sick leave absence explaining the nature of the illness or absence in circumstances where the Employer suspects an abuse of sick leave. Such medical certification or verification required of overtime-eligible employees shall be in accordance with the Minimum Wage Requirements and Labor Standards, [RCW 49.46.210](#) and [WACs 296-128-600](#) et seq. sick leave provisions. When a medical certificate is required, the Employer will state reasons for suspicion of sick leave abuse. The Employer will not require continuous medical verification for longer than six (6) months as a result of the Employer suspecting abuse. The required medical certificate will be provided by the employee to the Human Resources Office on the day the employee returns to work.
- C. An employee returning to work after any sick leave absence may be required to provide the Human Resources Office with written certification from their health care provider that the employee is able to return to work and perform the essential functions of the job with or without reasonable accommodation.

13.6 Sick Leave Annual Cash Out

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

- A. Their sick leave balance at the end of the previous calendar year exceeds four hundred eighty (480) hours;
- B. The converted sick leave hours do not reduce their previous calendar year sick leave balance below four hundred eighty (480) hours; and

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

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

13.7 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 their compensable sick leave balance on a one (1) hour for four (4) hours basis. For the purposes of this Section, retirement will not include "vested out of service" employees who leave funds on deposit with the retirement system.

13.8 Reemployment

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

**ARTICLE 17
SUSPENDED OPERATIONS**

- 17.1** If the Employer determines for any reason, including but not limited to, inclement weather, that 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 buildings or operations, the Employer will notify employees per the Employer's notification procedure. The following will govern employees:

- A. Employees scheduled and not required to work during a late start, an early closure or total suspended operations will have no loss in pay for all late starts, early closures and the first day of total suspended operations.
- B. The following options will be made available to the affected employees who are not required to work for the balance of the total suspended operations:
- Vacation leave;
 - Personal holiday;
 - Personal leave;

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- Accrued compensatory time (where applicable);
 - Sick leave;
 - Leave without pay; or
 - Make up lost time through employee-requested schedule changes in accordance with Subsections 7.3 F, 7.9 F and 7.9 G.
- C. At the Employer's discretion and approval, affected employees who are not required to work during the balance of suspended operations may be offered the option to work remotely or reassigned to a similar position at a location within a reasonable commute distance from the non-operational location during the suspended operations.
- D. Employees who are not required to work but whose work shift starts prior to an announcement of a subsequent day of total suspended operations will be paid for actual hours worked and Subsection 17.1 B and C will apply for the balance of the work schedule after the announcement.
- E. The Employer will identify the services required during late starts, early closures and total 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.
- F. Employees who are required to work during late starts, early closures and total suspended operations will be paid for all hours worked plus an additional eight (8) hours at their regular pay rate. The additional eight (8) hours of pay shall not be counted as hours worked for purposes of calculating overtime.
- G. Employees not receiving callback, who are required to work during late starts, early closures, and total suspended operations will receive a minimum of two (2) hours of pay for each day worked.
- H. Any overtime worked during suspended operations will be compensated according to [Article 8](#), Overtime.
- I. During suspended operations when there are unsafe driving conditions or other hazards, the Employer may allow off-duty employees to remain at the college/district.

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17.2 The options listed in Subsection 17.1 B, will be made available to employees who report to work late, leave work early or are unable to report to work due to severe inclement weather. In addition, employees may use sick leave for childcare emergencies, if applicable, per [Subsection 13.2 D](#).

17.3 If a work location is fully operational but an employee is unable to report to work or remain at work because of severe inclement weather, conditions caused by severe inclement weather or natural disaster, the employee's leave will be charged in the following order:

- A. Any earned compensatory time;
- B. Any accrued vacation leave;
- C. Any accrued sick leave, up to a maximum of three (3) days in any calendar year;
- D. Leave without pay.

Although the types of paid leave will be used in the order listed and each type of paid leave will be exhausted before the next is used, employees will be permitted to use leave without pay or their personal holiday rather than vacation or sick leave at their request.

17.4 Employees on pre-approved leave will not have their leave reversed due to suspended operations, unless that leave was granted under Section 17.3, because they were unable to report to the worksite that subsequently closed based on severe inclement weather.

17.5 The employer recognizes that although the campus may be fully operational, employees may experience inclement weather that makes the commute to a campus location unsafe. In those circumstances, the employer recognizes that providing alternative remote work options or alternative work assignment options during periods of inclement weather may alleviate unsafe travel. The employer and employee, may in advance, discuss potential remote work options and/or alternative work assignments during periods of inclement weather. The employer reserves the ability to approve or deny alternative remote work options under these circumstances based on business needs. If options are not approved and employee may maintain their leave options pursuant to Article 17.3.

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ARTICLE 18 MISCELLANEOUS LEAVE

18.1 Bereavement Leave

- A. Up to five (5) days of paid bereavement leave will be granted for the death of any family member as defined in subsection B, or household member as defined in Subsection C, or for loss of pregnancy as defined in subsection E that requires the employee's absence from work.
- B. Family is defined as child, grandchild, grandparent, parent, sibling, or spouse of an employee, and also includes any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care. "Family member" includes any individual who regularly resides in the employee's home, except that it does not include an individual who simply resides in the same home with no expectation that the employee care for the individual. Family members are defined as parent, stepparent, sibling, parent-in-law, domestic partner's parent, spouse, domestic partner, grandparent, great-grandparent, grandchild, great-grandchild, child, stepchild, and a child in the custody of and residing in the home of an employee.
- C. "Household members" is defined as persons who reside in the same home who have reciprocal duties to or 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.
- D. In addition, sick leave may be used for the death of a family member, per [Subsection 13.2 C](#).
- E. For loss of pregnancy, a qualifying pregnancy is defined as the pregnancy of the employee, or employee parent-to-be including through surrogacy or adoption where the employee would have been the parent.

18.2 Family Care Leave

In accordance with the Washington State Family Care Act, employees may use sick leave, compensatory time, vacation, and/or all or part of a personal holiday to care for a child of the employee with a health condition, or a spouse, state registered

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domestic partner as defined by [RCWs 26.60.020](#) and [26.60.030](#), parent, parent-in-law, or grandparent who has a serious health condition. Use of such leave must be in accordance with the terms of this Agreement.

18.3 Military Leave

In accordance with RCW 38.40.060, ~~Employees-employees~~ will be entitled to military leave with pay not to exceed twenty-one (21) working days during each year, beginning October 1st and ending the following September 30th, in order to report for required military duty, when called, or to take part in training or drills including those in the National Guard or state active status.

- A. Such leave will be in addition to any vacation and sick leave to which an employee is entitled and will not result in any reduction of benefits, performance ratings, privileges or pay.
- B. During military leave, the employee will receive the normal base pay. Employees required to appear during working hours for a physical examination to determine physical fitness for military service will receive full pay for the time required to complete the examination.

18.4 Parental Leave

Parental leave will be granted to a permanent employee because of the birth of a child of the employee and in order to provide care, or because of the placement of a child with the employee for adoption or foster care.

- A. Parental leave will not total more than six (6) months, and will run concurrently with leave granted under Article 16, Family and Medical Leave, and any pregnancy disability leave following the birth or placement of a child.
- B. Requests for parental leave that exceed the provisions of [Article 16](#), may be denied on the basis of operational necessity.
- C. Parental leave must be taken during the first year following the child's birth or placement of the child with the employee for adoption or foster care.
- D. The employee will submit a written request for parental leave to the Employer and must receive the approval prior to taking parental leave. The employee will provide not less than thirty (30) days' notice, except that if

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the child's birth or placement requires leave to begin in less than thirty (30) days, the employee will provide notice as is practicable.

- E. 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.

The Employer may require employees to exhaust all paid leave prior to using any leave without pay for parental leave, except that the employee will be allowed to use eight (8) hours per month of accrued paid leave during each month of parental leave to provide for continuation of benefits as provided by the Public Employees Benefits Board. The Employer will designate on which day of each month the eight (8) hours paid leave will be used.

18.5 Pregnancy Disability Leave

- A. Pregnancy disability leave will be in addition to any leave granted under family medical leave or Washington state family leave laws.
- B. Pregnancy disability leave will be granted for the period of time that an employee is sick or temporarily disabled because of pregnancy and/or childbirth. The length of pregnancy disability leave will be as defined and certified by the employee's licensed health care provider. The employee will provide a copy of such certification to the Employer.

18.6 Temporary Disability Leave

Temporary disability leave will be granted to a permanent employee who is precluded from performing their job duties because of a disability. Temporary disability leave includes a serious health condition of the employee as provided in [Article 16](#).

- A. Temporary disability leave will run concurrently with leave granted under [Article 16](#), Family and Medical Leave. Temporary disability leave will not total more than twelve (12) months or two thousand, eighty-eight (2088) straight-time hours. For the purposes of intermittent use (i.e. when temporary disability leave is not taken continuously), each hour taken will be deducted from the balance of temporary disability leave available.

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- B. The temporary disability and recovery period will be as defined and certified by the employee's licensed health care provider. The employee will provide, in a timely manner, a copy of such certification to the Employer.

The Employer may require employees to exhaust all paid leave prior to using any leave without pay for temporary disability leave, except that the employee will be allowed to use eight (8) hours per month of accrued paid leave during each month of temporary disability leave to provide for continuation of benefits as provided by the Public Employees Benefits Board. The Employer will designate on which day of each month the eight (8) hours paid leave will be used.

18.7 Civil Duty Leave

- A. Leave of absence with pay will be granted to an employee to serve on jury duty, to serve as a trial witness, or to exercise other subpoenaed civil duties. An employee will be allowed to retain any compensation paid to them for their jury duty or trial witness service. Specifically, a subpoenaed employee will receive paid leave to appear as a witness in court or an administrative hearing, except as provided in [Subsection 39.4\(A\)\(2\)\(a\)](#), unless they:

- 1. Are a party to the matter and are not represented by the Office of the Attorney General of the State of Washington; or
- 2. Have an economic interest in the matter.

Nothing in this Subsection will preclude an employee from being paid to appear in court or an administrative hearing on behalf of the Employer.

- B. An employee will inform the Employer when notified of a jury summons or subpoenaed civil duties and will cooperate in requesting a postponement of jury duty service if warranted by business demands.
- C. An employee whose work shift is other than day shift will be considered to have worked a full work shift for each workday during the period of jury duty or subpoenaed civil duties. If a day shift employee is released from jury duty or subpoenaed civil duties and there are more than two (2) hours remaining on their work shift, the employee will call their supervisor and may be required to return to work.

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18.8 Employee Assistance Program

- A. The Employer agrees to provide all bargaining unit employees and qualifying family members access to a confidential employee assistance program selected and paid for by the Employer.
- B. Leave of absence with pay will be granted to an employee to attend an initial intake and assessment session from an employee assistance program, if it occurs during the employee's scheduled work shift.
- C. The Employer may approve an employee-requested schedule change, use of paid leave or leave without pay to attend any other appointment(s) with an employee assistance program.

18.9 Interviews

- A. Employees will receive leave of absence with pay for interviewing for positions within the employee's college, if scheduled during an employee's scheduled work time.
- B. Employees will receive leave of absence with pay for up to four (4) hours per fiscal year for travel and interviews within the employee's district, if scheduled during an employee's scheduled work time.

18.10 Life-Giving Procedures, Blood Platelet and Fluid Donations

- A. When approved, employees will receive leave of absence with pay during an employee's work schedule, not to exceed thirty (30) working days in a two (2) year period, for participating and any subsequent incapacity to work due to recovery for life-giving procedures. Such leave shall not be charged against sick leave or annual leave, and use of leave without pay is not required.

"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 and written proof from an accredited medical institution, physician or other medical professional that the employee participated in a life-giving procedure. The notice will include any expected duration of incapacity to work for recovery purposes. Employers may take into account program and

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staffing replacement requirements in the scheduling of leave for life-giving procedures and subsequent recovery.

- B. When approved, employees will receive paid leave, not to exceed five (5) working days in a two (2) year period, for the donation of blood platelets or fluids to a person or organization for medically necessary treatments. The Employer may approve additional days through the use of accrued paid leave. Employees will provide reasonable advance notice and written proof from an accredited medical institution, physician or other medical professional that the employee participated in the donation procedure. Agencies may take into account program and staffing replacement requirements in the scheduling of leave for these donations.

18.11 Personal Leave

- A. An employee may choose three (3) workdays as personal leave days each fiscal year during the life of this Agreement. ~~if the employee has been continuously employed by the college/district for more than four (4) months.~~
- B. The 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 college/district to continue its work efficiently and not incur overtime.
 - 3. The leave does not conflict with the business needs of the Employer.
 - 4. 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.

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- D. The pay of an employee's personal leave day is equivalent to the employee's work shift on the day selected for the personal leave day absence.
- E. Upon request, an employee will be approved to use part or all of their personal leave day for:
 - 1. The care of family members as required by the Family Care Act, [WAC 296 130](#);
 - 2. Leave as required by the Military Family Leave Act, [RCW 49.77](#) and in accordance with [Section 19.13](#); or
 - 3. Leave as required by the Domestic Violence Leave Act, [RCW 49.76](#).
 - 4. Any remaining portions of a personal leave day must be taken as one (1) absence, not to exceed the work shift on the day of the absence.

18.12 Vaccination Leave

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

18.13 Wildfire Disaster Leave

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

Agencies may require verification of the extraordinary or severe impacts related to the use of leave with pay and may take into account emergency operations requirements and/or program and staffing replacement requirements in the approval

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and scheduling of leave under this subsection in order to allow for the provision of continued essential services to the public. Leave under this subsection must be used within 3 months from the date of the declaration. If hours of leave with pay are approved, an employee is not required to use them consecutively, and the leave does not need to be taken in full day increments.

ARTICLE 20

COMMUTE TRIP REDUCTION, PARKING, AND WORKING REMOTELY

- 20.1** 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 law and the needs of the college/district community. Additionally, the Employer agrees to offer low-cost alternative transportation where appropriate and feasible.
- 20.2** The Employer and the Union recognize the value of compressed workweeks, flextime arrangements, and working remotely/teleworking/telecommuting.
- 20.3** The Employer agrees not to make any changes to current parking conditions for the term of this Agreement unless it first meets its collective bargaining obligation. In the event another group of college/district employees working at the same location, 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 location. This provision does not require colleges to provide special rates available for situations such as emeritus status, special event parking, part-time employment, student enrollment or employment, commute trip reduction or reasonable accommodation, where employees do not meet the criteria for the special rates. Employees working at a college worksite that is not the main campus will not be charged parking rates in excess of WPEA represented staff parking at the main campus.
- 20.4** **Qualified Pre-Tax Transportation Benefits Plan**
The Employer agrees to maintain the current qualified pre-tax transportation benefits plan that allows eligible employees to pay for qualified parking and/or public transit on a pre-tax basis as permitted by federal law or regulation.

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20.5 Telework

The employer will maintain a Teleworking Policy & Procedure that describes the formal process that will be taken between the employer and employee to initiate and agree to a teleworking plan. At a minimum, telework policies will provide a timeframe to respond to the request, and that any denial of a request will be in writing, as well as some form of an appeal process for a denial.

**ARTICLE 21
SAFETY AND HEALTH**

21.1 The Employer, employee and Union have a significant shared responsibility for workplace safety and health.

- A. The Employer will abide by safety and health standards in accordance with applicable state and federal law, including, but not limited to, the Washington Industrial Safety and Health Act (WISHA).
- B. Employees will comply with applicable safety and health practices and standards established by the Employer and the Washington Industrial Safety and Health Act (WISHA).
- C. The Employer and employees will contribute to a healthy workplace including not knowingly exposing co-workers, students and the public to conditions that would jeopardize their health or the health of others. The Employer may direct employees not to be in the workplace, when employees self-report contagious health conditions. When an employee has been directed not to be in the workplace, an employee may use leave or request and, with Employer approval, be permitted to work remotely.
- D. The Union will work cooperatively with the Employer on safety and health related matters and encourage employees to work in a safe manner.

21.2 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. Both parties agree to comply with [WAC 296-360-](#)

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- [150](#) regarding unsafe working conditions. The Employer will address reported, unsafe working conditions in a timely manner and take appropriate action.
- 21.3** The parties recognize the need of electronic monitoring in public places as part of a safety and security plan, subject to the limitations in [Article 25](#) – Electronic Monitoring of Employee Activity.
- 21.4** The Employer will determine and provide the required safety devices, personal protective equipment (PPE) and apparel, which the employees will wear and/or use. The Employer will provide employees with orientation and/or training to perform their jobs safely. If necessary, training will be provided to employees on the safe operation of the equipment prior to use.
- 21.5** 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.
- A. The Employer will provide the names of the institution's appointed member(s) of the joint safety committee.
- 21.6** The Employer and the Union recognize the importance of first aid and CPR training and as such the Employer will offer first aid and CPR training.
- 21.7** The Employer encourages employee wellness. The Employer will provide employees access to wellness facilities and resources consistent with other employee groups. Employees will not pay higher rates than other employee groups for access to college wellness facilities or resources. In the event another group of college employees working at the same location, not covered by this Agreement, is permitted to purchase access to college wellness facilities or resources at a lower rate, the lower rate will automatically be applied to employees covered by this Agreement at that location.
- 21.8** 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.

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21.9 At least once every two years, the Employer will provide Emergency Preparedness training. The Employer will provide the Union the names of the institution's appointed member (s) of the Safety, Security and Emergency Management Council.

A. To encourage routine engagement with the institution's appointed member(s) of the Safety, Security and Emergency Management Council, the appointed member(s) or designee in their absence will, at a minimum, attend quarterly Labor/Management Communication Committee meetings and provide safety and security updates as appropriate.

ARTICLE 39 UNION ACTIVITIES

39.1 Representation

Upon request, employees will have the right to representation at all levels on any matter adversely affecting their 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.

39.2 Staff Representatives

- A. The Union will provide the Employer with a written list of staff representatives and the jurisdictions they are responsible for. 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 in accordance with college policy and this Agreement to carry out representational activities. The representatives will notify Human Resources prior to their arrival on campus grounds and will not interrupt the normal operations of the institution. If the staff representative intends to be on campus between 5:00 pm and 8:00 am, the representative will inform Human Resources before 4:00 pm on the day of their arrival. In accordance with Section 39.4, staff representatives may also meet with bargaining unit

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employees in non-work areas during the employees' meal periods, rest periods, and before and after their shifts.

39.3 Shop Stewards

- A. The Union will provide the Employer with a written list of current shop stewards, their campus jurisdiction and which shop stewards are approved to provide representation under Section 39.1, Representation. The Union will maintain the list. The Employer will not recognize an employee as a shop steward if their name does not appear on the list.
- B. Shop stewards will be provided reasonable time during their normal working hours to prepare for, travel to and attend meetings scheduled by management within the shop stewards' office, facility or geographic jurisdiction within the bargaining unit for the following representational shop steward's activities:
 - 1. Representational shop stewards only: investigatory interviews and pre-disciplinary meetings, in accordance with [Article 28](#), Disciplinary Procedures, or to investigate and process grievances in accordance with Article 30, Grievance Procedure; or
 - 2. Labor/Management Communication Committees and other committee meetings under Section 39.8 C; or
 - 3. Negotiations in accordance with [Article 50](#), Mandatory Subjects; or
 - 4. To meet with new employees under [Section 9.7](#).

The shop steward will obtain prior approval from their supervisor to prepare for, travel to and attend a meeting. Notification will include the approximate amount of time the shop steward expects the activity to take. Any college business requiring the employee's immediate attention will be completed prior to attending the meeting. Time spent preparing for, traveling to and attending meetings during the shop stewards non-work hours will not be considered as time worked. Shop stewards may not use state vehicles to travel to and from a worksite in order to perform representational activities, unless authorized by the college.

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- C. If the amount of time a shop steward spends performing steward activities is affecting their ability to accomplish assigned duties, the Employer will not continue to release the employee and the Union will be notified, in writing, as to the reason(s).

39.4 Employees

- A. An employee will be provided a reasonable amount of time during their normal working hours to meet with a representational shop steward and/or staff representative to process their grievance. In addition, an employee will be released during their normal working hours to prepare for and attend meetings or hearings scheduled by management for the following:
 - 1. Management scheduled investigatory interviews and/or pre-disciplinary meetings, in accordance with [Article 28](#), Disciplinary Procedures; and
 - 2. Management scheduled informal grievance resolution meetings, grievance meetings, alternative dispute resolution meetings, mediation sessions and arbitration hearings, in accordance with Article 30, Grievance Procedure.
 - a. Subpoenaed Witnesses in an Arbitration
When an employee is subpoenaed as a witness on behalf of the Union in an arbitration case, the employee may appear without loss of pay if they appear during their work time, provided the testimony given is related to their job function or involves a matter they have witnessed, and is relevant to the arbitration case. Every effort will be made to avoid the presentation of repetitive witnesses.
- B. An employee will obtain prior approval from their supervisor in order to attend any meeting or hearing during their work hours. All requests will include the approximate amount of time the employee expects the activity to take. As determined by the supervisor, any college business requiring the employee's immediate attention must be completed prior to attending a meeting or hearing. Employees will suffer no loss in pay for preparing for or attending management scheduled meetings and hearings that are scheduled during the employee's work time. Time spent preparing for and attending a meeting or hearing during the employee's non-work hours will

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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 college.

- C. If the amount of time an employee spends attending meetings or hearings on behalf of the Union, is affecting their ability to accomplish their assigned duties, the Employer will not continue to release the employee and the Union will be notified, in writing, as to the reason(s).

39.5 Use of State Facilities, Resources, and Equipment

A. Meeting Space and Facilities

The Employer's offices 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 its membership 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 institution business.

C. Email, Fax Machines, the Internet, and Intranets

The Union and its members will not use state-owned or operated email, fax machines, the internet, or intranets to communicate with one another except in the following circumstances:

1. Employees may use state-operated email to request union representation.
2. 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:
 - a. Result in little or no cost to the Employer;
 - b. Be brief in duration and frequency;
 - c. Not interfere with the performance of their official duties;

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- c. Not distract from the conduct of state business;
 - d. Not disrupt other state employees and will not obligate other employees to make a personal use of state resources; and
 - e. Not compromise the security or integrity of state information or software.
3. The Union may participate in Employer scheduled new employee orientation meetings, either in person or online using the Employer's online platform, but not the Employer's equipment.

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.

- D. Up to one (1) time per month, the college/district human resource director, or designee, with seven (7) calendar days' notice, will distribute notifications from the Union by email, limited to date, time and location of union sponsored informational meetings, subject to the restrictions in Subsection 39.5 C. Designated union officials will provide notification by submitting it directly to the human resource director or designee, who will distribute the notice within three (3) business days.

39.6 Bulletin Boards and Newsstands

A. Bulletin Boards

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 adequate bulletin board space in convenient places. Where there are existing bulletin boards for WPEA only, the Employer will replace the Employer's bulletin board with a Union provided bulletin board of a similar size. Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with state ethics law, and identified as union

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literature. Union communications may not be posted in any other location on the campus.

B. Newsstands

If requested, The Employer will identify area(s) where Union provided newsstand(s) can be located at each college/district. Union provided newsstand(s) must meet the Employer's campus standards.

39.7 Distribution of Material

A Union-designated steward or WPEA staff member ~~employee~~ will have access once per month to their worksite for the purposes of distributing Union information to other bargaining unit employees provided:

- A. The ~~employee~~ steward 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 steward or WPEA staff member ~~employee~~ notifies the Human Resources Manager in advance of their intent to distribute information.

39.8 Time Off for Union Activities

- A. Union-designated employees may be allowed time off without pay to attend Union-sponsored meetings, union-informational meetings, training sessions, negotiations, conferences, and conventions. The employee's time off will not interfere with the operating needs of the institution as determined by management. If the absence is approved, the employees may use accumulated compensatory time, vacation leave or personal holiday in accordance with [Article 11](#), Holidays, instead of leave without pay. However, employees must use compensatory time prior to use of vacation leave, unless the use would result in the loss of 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.

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- C. The Employer may approve alternate or flex employee work schedules in order for bargaining unit employees to attend labor-management committees, or Employer-established committees, meetings or council meetings at which the Employer requests a Union member to attend in a Union-related role.

39.9 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 college/district as determined by management. Employees who accept temporary employment with the Union may be allowed to use 8 hours per month of vacation leave or compensatory time to maintain their medical benefits while working for the Union. The Union will reimburse the Employer for the "fully burdened costs of the positions" the Employer incurs as a result of an employee accepting the temporary employment. The Union will reimburse the Employer. 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.

39.10 Temporary Employment as a Union President

A. Leave of Absence

Upon request of the Union, the Employer will grant leave with pay for the President for up to thirty-six (36) months. The Union will give the Employer at least thirty (30) calendar day's 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 President on leave with pay during the period of absence. The Union will reimburse the College by the 20th of each month for the previous month.

B. Leave Balances

The President will accrue sick leave in the amount of one hour for every 40 hours worked but will not accrue vacation leave during the period of absence. When the President returns to state service their leave balances will not exceed their leave balances on the date the period of absence commenced. If the sick leave balance was under 40 hours as of the date the

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period of absence commenced, they will retain accrued sick leave up to 40 hours total upon return to state service. If the President retires or separates from state service at the end of the period of absence, their leave balances will not exceed their leave balances on the date the period of absence commenced. Reporting of leave will be submitted to the Employer. All leave requests will be submitted within the required time limits.

C. Indemnification

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

D. Return Rights

The 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.

39.11 Board of Trustee Meetings

The Employer agrees to make the Board of Trustee meeting materials available to the chief shop steward of each college/district.

39.12 WPEA HE Master Agreement Negotiations

A. Release Time

1. The Employer will approve paid release time for the first ~~seven-eight~~ (78) 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

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discretion of their supervisor, an employee may be allowed to adjust their 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 during negotiations will not interfere with the operating needs of college/district.
3. Per diem and travel expenses will be paid by the WPEA 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 fourteen (14) 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 website. 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.

X. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON PUBLIC EMPLOYEES ASSOCIATION

Classified Staff Meeting

With thirty (30) calendar days' notice, unless agreed to otherwise, the Union will identify one (1) day to hold a one (1) hour Classified Staff Meeting. Unless work requirements do not permit, WPEA represented Classified Staff shall be approved to use up to one (1) hour

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of release time per fiscal year, to attend a WPEA Classified Staff Meeting. This memorandum goes into effect July 1, 2025, and expires on June 30, 2027.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON PUBLIC EMPLOYEES ASSOCIATION -HIGHER EDUCATION
(WPEA -HE)

Higher Education Classification Specific Focus Group

During successor bargaining for the 2025-2027 WPEA HE collective bargaining agreement, the WPEA raised concerns about salary placement within the classifications of the Fiscal Analyst series and the Program Specialist series. To gather more information to inform any adjustments to these class series' the employer and the union agree to convene a one-time focus group for the union to identify with specificity their concerns, present data and share recommendations that address their concerns regarding the two series listed above. The union will provide informal written recommendations for consideration and submit to OFM, State HR Classification & Compensation, no later than August 15, 2025.

Both the Employer and the Union recognize that to ensure productivity by the focus group, adequate preparation in advance of the meeting is needed. Therefore, the WPEA Contract Administration Director and the OFM Labor Negotiator for the WPEA HE CBA shall meet within sixty days after the ratification of this agreement to discuss the following logistical items for the focus group meeting: 1) establishing the date/time of the focus group meeting; 2) the agenda for the meeting; and 3) any information sharing on a schedule in advance of the meeting. If needed, no more than one additional session of the focus group may be held for any follow-up after August 15, but no later than September 15, 2025.

Focus group members attending the meeting(s) will include up to three (3) union representatives selected from the WPEA colleges; up to six (6) human resource representatives from the WPEA colleges, and three (3) WPEA union leadership representatives and four (4) OFM representatives. In addition, up to two (2) employee representatives from the Program Specialist series and up to two (2) employee representatives from the Fiscal Analyst series will be released from work for the duration

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of the focus group meeting(s). At least twenty (20) days before the focus group meeting, the parties will share the names of their representatives who will attend the meeting(s) and the Union will submit a request for release time for college employees attending the meeting(s).

This Tentative Interim Agreement shall become effective on July 1, 2025 and shall expire on June 30, 2027.

An electronic signature to this Agreement shall be given effect as if it were an original signature.

For the Employer

For the Union

Inti Tapia, Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Steve Sloniker, (title)
WPEA

ATTACHMENT A

**DEPARTMENT OF LABOR & INDUSTRIES FEE SCHEDULE FOR
INTERPRETATION SERVICES**

FEE SCHEDULE FOR INTERIM AGREEMENT

EFFECTIVE NOVEMBER 1, 2024 THROUGH JUNE 30, 2025

CODE	DESCRIPTION	MAXIMUM FEE
9984M	SOSI IN-PERSON INTERPRETER, PER MINUTE DIRECT SERVICE TIME BETWEEN THE CLIENT AND HEALTHCARE OR VOCATIONAL PROVIDER.	\$1.08
9990M	SOSI VIDEO INTERPRETER, PER MINUTE DIRECT SERVICE TIME BETWEEN THE CLIENT AND HEALTHCARE OR VOCATIONAL PROVIDER.	\$0.87
9983M	SOSI OVER-THE-PHONE INTERPRETER, PER MINUTE DIRECT SERVICE TIME BETWEEN THE CLIENT AND HEALTHCARE OR VOCATIONAL PROVIDER.	\$0.70
9996M	INTERPRETER “IME NO-SHOW” WAIT TIME WHEN CLIENT DOESN’T ATTEND THE INSURER REQUESTED IME, FLAT FEE.	\$63.16