



Office and Professional Employees International Union
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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**WASHINGTON FEDERATION OF STATE EMPLOYEES
AFSCME COUNCIL 28**

AND

**OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL
UNION LOCAL NO. 8, AFL-CIO**

FOR THE PERIOD OF

JANUARY 1, 2020 THROUGH DECEMBER 31, 2022

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – WFSE

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COLLECTIVE BARGAINING AGREEMENT

WASHINGTON FEDERATION OF STATE EMPLOYEES AFSCME COUNCIL 28

PREAMBLE

This document constitutes agreement between the Washington Federation of State Employees (hereinafter WFSE) and the Office and Professional Employees International Union, Local 8 (hereinafter Union) reflecting our belief in the mutual benefits to be gained through collective bargaining. We are committed to the establishment of innovative and effective ways of improving communication, encouraging participation, providing for the prompt resolution of differences, and promoting a safe and supportive work environment that fosters individual dignity, mutual respect, equitable treatment, teamwork, and cooperation.

We have entered into this Agreement with mutual resolve to adhere to it and to translate the words it contains to make it possible for both parties to benefit while ensuring that WFSE members are provided with quality services and that WFSE as a Union is represented at all times in a positive and respectful manner. This Agreement provides a vision and framework for our future relationship.

ARTICLE 1

UNION RECOGNITION

Section 1.1 WFSE recognizes the Union as the sole and exclusive bargaining representative for Council Representatives, Lead Council Representatives, Labor Advocates, Organizers, Organizers-in-Training, Journey Organizers, the Legislative and Political Action Field Coordinator, the Coordinator of PERC Activities, the Strategic Alliance Coordinator, the Associate Staff, the Database Specialist, the Computer Desktop Support, the Senior Printer, the Maintenance Custodian, the Volunteer Member Organizer (VMO) Coordinator, Member Connection Representative, and temporary employees in job types in this bargaining unit.

Section 1.2 An on-call employee is one who is appointed to work at irregular intervals in a job type covered by this bargaining unit. On-call employees will not be in the union bargaining unit.

Section 1.3 WFSE will notify the Union at least fifteen (15) days prior to the announcement of a new position in the organization and provide a description of the duties, responsibilities and qualifications required. When WFSE creates a new job type(s) that did not exist on the effective date of this Agreement, and where there is a community of interest, such new job type(s) will be automatically added to the bargaining unit.

ARTICLE 2

UNION SECURITY

Section 2.1 All current employees covered by this Agreement will, as a condition of employment, become and remain members of the Union in good standing no later than thirty (30)

days following the signing of this Agreement. All future employees covered by this Agreement will be required, as a condition of employment, to become and remain members of the Union no later than the day following their thirtieth (30th) day of employment.

Section 2.2 WFSE will deduct from the salary of each bargaining unit member all dues, initiation fees, and other uniformly imposed assessments levied by the Union for any current month. Authorization to deduct dues, initiation fees, or other uniformly imposed assessments from each bargaining unit member must be supported by an original authorization card executed by the bargaining unit member and submitted to WFSE. WFSE will remit these deductions to the Union no later than the fifteenth (15th) day after the last payday for each month's wages.

Section 2.3 Membership dues, initiation fees, or other uniformly imposed assessments will be deducted from the bargaining unit member's earnings in accordance with the Union's schedule of rates furnished WFSE by the Union.

Section 2.4 By the tenth of the month following the month of the date of hire of an employee covered by this Agreement, the WFSE will furnish the Union, electronically, the following information:

- A. Name, phone number, work email address, personal email address, and mailing address; all if available;
- B. Date of Hire;
- C. Salary and step;
- D. Job type;
- E. Work location;
- F. Employment Status, i.e., permanent or temporary.

Section 2.5 WFSE will notify the Union of any changes in subsection A, D, or F above, changes in seniority, plus any terminations, resignations, or retirements by the 10th of the month following the month WFSE is notified of such changes by bargaining unit members.

Section 2.6 WFSE will provide all bargaining unit members with a copy of this Agreement electronically. Bargaining unit members may print this Agreement using WFSE resources.

Section 2.7 The WFSE agrees to deduct the specific sum from the salary of any member of the bargaining unit who voluntarily executes an OPEIU Local 8 Hardship Fund Check-Off Authorization form. WFSE will remit these deductions to OPEIU Local 8 along with a list of the bargaining unit employees' names and amounts deducted no later than the 15th day following the last payday of each month. The Union holds the WFSE harmless from all claims, demands or other forms of liability that may arise against the WFSE for or on account of any such deductions.

Section 2.8 The WFSE agrees to deduct the specific sum from the salary of any member of the bargaining unit who voluntarily executes an OPEIU Local 8 PAC Check-Off Authorization form.

WFSE will remit these deductions to OPEIU Local 8 PAC along with a list of the bargaining unit employees' names and amounts deducted no later than the 15th day following the last payday of each month. The Union holds the WFSE harmless from all claims, demands or other forms of liability that may arise against the WFSE for or on account of any such deductions.

ARTICLE 3

UNION ACTIVITIES

Section 3.1 The Union will provide WFSE with a written list of current union stewards. The Union will maintain the list. WFSE will not recognize a bargaining unit member as a steward if his or her name does not appear on the list.

Section 3.2 Bargaining unit members selected by the Union as stewards will be allowed a reasonable period of time during working hours for the purpose of investigating complaints, assisting bargaining unit members where a representative is requested by the affected bargaining unit member(s), and for processing grievances under Article 12, Grievance and Arbitration Procedure.

Section 3.3 Bargaining unit employees will be allowed reasonable time during working hours to seek representation under this Agreement.

Section 3.4 Stewards and affected bargaining unit members will not receive additional compensation (overtime, additional hours, call back, etc) for time spent outside their normal work hours engaged in activities for the purposes set forth in Sections 3.2 and 3.3 above. For overtime-eligible employees, the combination of release time for Union activities and paid time for carrying out WFSE business will not exceed eight (8) hours in one day, except that employees will be compensated for all supervisor approved hours beyond eight (8) spent carrying out WFSE business.

Section 3.5 Stewards and affected bargaining unit members will notify their immediate supervisor of the need to leave their work activities for the purposes set forth in Section 3.2 and 3.3 above. Such notification will be given sufficiently in advance to avoid the disruption of WFSE business.

Section 3.6 WFSE equipment and resources will be used for business purposes only. The Union will not use WFSE direct bill accounts or a WFSE business address with any vendor for Union purposes. The Union may make reasonable use of WFSE equipment for legitimate internal Union communication regarding union issues.

Section 3.7 Within a two (2) year period, no more than three (3) WFSE bargaining unit members selected or elected by the Union as delegates and/or participants to a Union affiliated labor union training, convention or conference will be allowed time to attend without loss of pay or depletion of any leave balances. Such paid leave will not exceed three (3) days for the three (3) selected bargaining unit members. The Union will notify WFSE in writing ten (10) working days prior to the start of such absence of the names of the bargaining unit members selected or elected and the number of days such bargaining unit members will be absent.

ARTICLE 4

NONDISCRIMINATION AND DIVERSITY

Section 4.1 The parties agree to comply with all applicable State and Federal law and agree that there will be no discrimination because of sex, race, color, creed, religion, age, disability, genetic information, marital status, sexual orientation, gender expression or identity, ancestry, parental status, national origin, active military or veteran status, political affiliation and activity, or activity or lack of activity in the Union.

Section 4.2 Bargaining unit member membership in WFSE/AFSCME is voluntary and there will be no retaliation or retribution by the parties against bargaining unit members based on their membership status. WFSE and the Union agree that should bargaining unit members decide to be active in WFSE/AFSCME as members, that role will be kept separate from their duties as WFSE staff members. Staff who are members of WFSE/AFSCME will not run for office per AFSCME International Election Code, Appendix D, Section (1) (D).

Section 4.3 WFSE agrees to refrain from preferential hiring and/or preferential treatment of individuals related by blood, adoption, or marital relationships to current or former employees of WFSE or elected officers of WFSE.

Section 4.4 The parties agree on a commitment to diversity and a recruitment and hiring process to encourage a diverse workplace.

Section 4.5 Nothing herein prevents the employees the right to file claims of discrimination, disparate treatment, and retaliation with the Human Rights Commission or the EEOC.

ARTICLE 5

SEXUAL HARASSMENT

Section 5.1 WFSE will maintain a working environment that is free of sexual harassment. WFSE will investigate and take immediate and appropriate action upon becoming aware of sexual harassment or allegations of sexual harassment.

Section 5.2 Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when such conduct is directed toward an individual because of that individual's gender, and:

- A. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or
- B. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
- C. Such conduct is of such frequency and/or severity that it has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment

ARTICLE 6

EMPLOYEE RIGHTS

Section 6.1 WFSE and the Union agree that all bargaining unit members will be treated with professional courtesy and respect on the job. The parties further agree that all bargaining unit members will receive fair and equitable treatment.

Section 6.2 WFSE and the Union will recognize and respect the personal privacy and dignity of all bargaining unit members.

- a) The off-duty activities of a bargaining unit member will not be grounds for disciplinary action unless there is a direct detrimental impact to the WFSE.
- b) The employer agrees not to use any audio or video surveillance on any bargaining unit member.

Section 6.3 WFSE agrees that files maintained regarding bargaining unit member information will be limited to the following: Grievance Files, Supervisor's File, Personnel File, Payroll and Leave File, an ADA/Medical File, and Legal Defense File. It is agreed that only the following documents will be maintained and/or kept in these files:

Grievance Files:	Grievances and relevant documentation.
Supervisor's File:	WFSE member communications, copies of leave requests, training information, Activity Reports, information that will facilitate implementation of Article 16 (Communication and Workload Management) including documentation of annual meetings and day-to-day supervisor/bargaining unit member communications.
Personnel File:	Employee personnel information, disciplines, documents relating to ongoing investigations, and completed investigations. Employees shall be allowed to review all documentation in their personnel files. Such reviews shall be by appointment, and in the presence of the Human Resources Director or designee.
Payroll and Leave File:	Employee payroll, leave documents and balance reports.
ADA/Medical File:	Employee's medical records including accommodation requests and their disposition. The file will be kept in the Human Resource Director's office. Access to this file will be limited to the Executive Director, the Human Resource Director, and the confidential executive secretary to the Executive Director. These files will be confidential.

Legal Defense File: All documents the WFSE deems relevant to potential litigation. Documents placed in the Legal Defense File will not be used in any action pursuant to Article 10, Disciplinary Action. Only staff necessary to process legal action will have access to this file.

Section 6.4 All information that becomes a matter of record and is inserted into the personnel file will be kept confidential and brought to the attention of the bargaining unit member. Any information that is inserted into the Supervisor’s file will be kept confidential. The bargaining unit member will have the right to challenge the appropriateness of the material and submit comments to be included in the personnel file. WFSE agrees that the bargaining unit member and/or a representative designated in writing by the bargaining unit member will have access to the contents of their files, except the Legal Defense File. The Executive Director, the Human Resources Director, the confidential executive secretary to the Executive Director, the bargaining unit member's supervisors and the administrative assistants will have access to a bargaining unit member's file(s) except that access to the ADA/Medical file will be in accordance with Section 6.3 above. No additional individuals may have access to any bargaining unit member's file(s) other than the Payroll and Leave Files, which may be accessed by the WFSE Financial Manager and the employees responsible for payroll functions and leave documents and balance reports.

Section 6.5 WFSE agrees that any documents relating to discipline, unless it is a last chance agreement, will be removed after three (3) years if no other related discipline is imposed in that time period. Letters of reprimand will be removed after two (2) years if no other related discipline is imposed in that time frame. All other documents in the personnel file and the supervisor's file, except for grievances, training information and documentation of annual meetings held in accordance with Article 16, will be removed no later than two (2) years from the date of issuance. This does not preclude requests for early removal. In areas of discrimination where misconduct has been found, these records may be held up to eight (8) years.

Section 6.6 Bargaining unit members will have the right at any time to request and to have a representative present during any meeting(s), conference(s), or discussion(s) that the bargaining unit member feels may adversely affect their conditions of employment. Bargaining unit members may also request that a steward be present during any disciplinary investigation in which the bargaining unit member is being questioned relative to the alleged misconduct of the bargaining unit member.

ARTICLE 7

WFSE RIGHTS

Section 7.1 Except as specifically limited by the terms of this Agreement, WFSE retains the right and responsibility to operate the facilities and manage the affairs of the WFSE.

ARTICLE 8

TEMPORARIES

Section 8.1 A temporary bargaining unit member is one who is appointed to work more than thirty (30) days in a job type covered by this bargaining unit. Temporary appointments will not

exceed nine (9) months in duration, unless agreed otherwise by the parties. The WFSE will give the Union written notice of its intent to hire bargaining unit members on a temporary basis and the anticipated duration of the temporary appointment. Temporary bargaining unit members will be compensated at the entry level of the job type for which they are hired, unless the WFSE has authorized a higher salary step. Continuous time spent in a temporary position will count for the purposes of calculating movement to subsequent salary steps in accordance with Article 43, Wages. It is hereby agreed that temporary bargaining unit members will not be covered by the following provisions of this Agreement: Article 9 (Probationary Period), Article 10 (Disciplinary Action), Article 17 (Seniority) except as provided in 17.3, Article 18 (Layoff Procedures), Article 24 (Vacation Leave), Article 27 (Extended Medical/Parental Leave), Article 28 (Paid Parental Leave), Article 29 (Shared Leave), Article 30 (Leaves of Absence Without Pay), Article 31 (Miscellaneous Paid Leave) except for Section 13.2 (Jury Duty) for up to 10 working days, Article 39 (Automobiles and Vehicle Allowance), Article 43 (Wages), except to determine the rate of pay, and Article 44 (Longevity Pay). Discipline or discharge of a temporary bargaining unit member is not subject to Article 12, Grievance and Arbitration Procedure.

Section 8.2 Temporary or on-call employees will not be used to supplant permanent bargaining unit members.

Section 8.3 A temporary bargaining unit member scheduled to work eighty (80) or more hours per month for six (6) months will receive all benefits of this agreement with the exception of Article 9 (Probationary Period), Article 10 (Disciplinary Action), Article 17 (Seniority), except as provided in 17.3, Article 24 (Vacation Leave), Article 27 (Extended Medical/Parental Leave), Article 28 (Paid Parental Leave), Article 29 (Shared Leave), Article 30 (Leaves of Absence Without Pay), Article 31 (Miscellaneous Paid Leave) except as provided in Section 31.2 (Jury Duty) for up to 10 working days, Article 39 (Automobiles and Vehicle Allowance), Article 44 (Longevity), and where a benefit is specifically granted only to permanent employees, commencing on the first day of the month following their hire date, provided the bargaining unit member is expected to work eighty (80) or more hours per month for the next consecutive six (6) months.

Section 8.4 Full time temporary bargaining unit members will earn vacation leave at the rate of one (1) day or eight (8) hours for each month of full time work at the beginning of the first (1st) month of employment, provided they continue to work full time. Part time temporary bargaining unit members appointed to work for six (6) or more consecutive months for half time or more will earn vacation leave prorated as a percentage of full time work at the beginning of the first (1st) month of employment, provided they continue to work half time or more. Vacation leave may be used by temporary bargaining unit members subject to prior approval after it is earned.

Section 8.5 Temporary bargaining unit members will be compensated for unused earned vacation leave at the end of their temporary appointment or if subsequently hired into a permanent position, the bargaining unit member will retain their accrued leave unless a written request is submitted to payroll within ten (10) days of appointment to the permanent position to be compensated for the unused vacation leave earned as a temporary bargaining unit member.

Section 8.6 Qualified permanent bargaining unit members in the same work location and job type will be considered for overtime opportunities prior to temporaries.

Section 8.7 Any employees in temporary status at the signing of this agreement will maintain all benefits they had been receiving for as long as they remain in temporary status.

Section 8.8 At time of hire, WFSE shall provide the temporary bargaining unit member with a letter indicating their date of hire, classification, salary, and anticipated duration of their temporary employment. Any extensions to temporary assignments shall be provided in writing to the employee and Union. The WFSE will attempt to give as much notice as possible, but may end a temporary appointment with one (1) working day notice.

ARTICLE 9

PROBATIONARY PERIOD

Section 9.1 The probationary period for permanent Associate Staff, Computer Desktop Support, Senior Printer, Council Representative, Member Connection Representative, and Maintenance Custodian will be six (6) months. The probationary period for Lead Council Representatives, Labor Advocates, Legislative and Political Action Field Coordinator, Volunteer Member Organizer (VMO) Coordinator, Coordinator of PERC Activities and Database Specialist will be one (1) year. Organizer-in-Training will serve twelve (12) months probation and will automatically advance to Organizer. Organizers will serve twelve (12) months probation and will automatically advance to Journey Organizers after twenty-four (24) months unless the employee chooses not to. A bargaining unit member hired in as a Journey Organizer will serve a twelve (12) months probationary period. An Organizer who advances to Journey Organizer will serve a three (3) month probationary period and may return to Organizer within that period within the same position.

Section 9.2 Time spent in a temporary appointment may count toward the probationary period for a permanent positions within the same job type if approved by the Executive Director.

Section 9.3 Bargaining unit members will not be permitted to bid on transfers during their probationary period.

Section 9.4 A bargaining unit member discharged during a probationary period may seek review, but will be limited to Article 12, Grievance and Arbitration Procedure, Section 5, Step 2.

Section 9.5 During their probationary period in a new job type, a bargaining unit member may return to a vacant position in a job type previously held in which the bargaining unit member has completed probation.

ARTICLE 10

DISCIPLINARY ACTION

Section 10.1 Disciplinary actions will be imposed only for just cause and will be limited to the following:

- A. Written reprimand;
- B. Suspension;

C. Discharge.

Section 10.2 Prior to imposing discipline for performance deficiencies, the WFSE will notify the bargaining unit member of the alleged deficiency and allow an opportunity to correct the deficiency.

Section 10.3 WFSE reserves the right to discipline bargaining unit members and such discipline will be in conformance with generally accepted principles of progressive discipline and due process. WFSE will not discipline bargaining unit members based on alleged or suspected misconduct without first conducting a timely and appropriate investigation. Bargaining unit members will be notified that they are going to be investigated and the reason(s) for the investigation when doing so would not impede the investigation. If an investigatory and/or Weingarten meeting is necessary, the reason(s) for such a meeting shall be conveyed to the employee no later than when scheduling such meeting. Upon completion of the investigation the WFSE will share the results with the bargaining unit member.

Section 10.4 In the event disciplinary action, as defined in Section 10.1 is imposed upon a bargaining unit member, the bargaining unit member will be notified in writing of the specific charges, including a statement regarding the bargaining unit member's right to file a grievance regarding the disciplinary action.

Section 10.5 A copy of disciplinary action taken in accordance with Section 10.1 B and C above will be provided to the Union within seven (7) calendar days of issuance to the employee.

Section 10.6 The bargaining unit member will receive at least fifteen (15) calendar days notice prior to the effective date of the disciplinary actions taken in accordance with Section 10.1 B and C above.

ARTICLE 11

UNION/MANAGEMENT COMMITTEE

Section 11.1 The parties are committed to a constructive union/management relationship. Issues or disputes may be referred to the Union/Management Committee for Contract Administration discussions or negotiations regarding mandatory subjects of bargaining. Members of the Committee will have a clear authority to resolve the issues.

Section 11.2 The Union/Management Committee will consist of no more than seven (7) bargaining unit members designated by the Union and no more than seven (7) representatives designated by WFSE. Appropriate resource persons may be in attendance at Union/Management Committee meetings for specific agenda items as required. Resource persons do not serve as members of the committee.

Section 11.3 Union/Management Committee members and resource persons will notify their immediate supervisor of the need to their work activities to attend a Union/Management Committee meeting. Such requests will be made not less than fourteen (14) days in advance unless mutually agreed otherwise.

Section 11.4 Meetings will be scheduled at a mutually agreed upon time and place and will be held no later than thirty (30) calendar days following receipt of a request for a union/management meeting, unless agreed otherwise. The party wishing to bring matters before the Union/Management committee must submit an agenda to the other party no less than three (3) workdays before the meeting unless mutually agreed otherwise.

Section 11.5 The parties will discuss mandatory subjects sufficiently in advance of implementation of changes to allow for meaningful consideration of possible alternatives. The Union retains the right to negotiate the impacts of changes in mandatory subjects of bargaining.

Section 11.6 Each party may communicate with their constituencies regarding the discussions at the meeting. Agreements will be reduced to writing and signed by the parties at the time of the agreement. The parties will support agreements reached through this process.

Section 11.7 All travel expenses of the Union representatives will be paid by the Union. The parties agree to minimize the costs as much as possible by scheduling Union/Management meetings in conjunction with staff meetings and other scheduled meetings.

Section 11.8 Union designated representatives to Union/Management committee meetings will experience no loss in salary for attending such meetings. Appropriate union resource persons will experience no loss in salary for attending Union/Management committee meetings for a specific agenda item. The specific agenda item for which each resource person is attending will be identified in advance and the agenda will be set to minimize time away from work for resource persons. Union participants, including resource persons, will not receive additional compensation (overtime, additional hours, call back, etc.) for attendance at Union/Management meetings outside their normal work hours. Overtime-eligible employees will not be authorized to work more than a total of eight (8) hours on a day that includes release time for attending Union/Management committee meetings, except that employees will be compensated for all supervisor approved hours beyond eight (8) hours spent carrying out WFSE business.

ARTICLE 12

GRIEVANCE AND ARBITRATION PROCEDURE

Section 12.1 WFSE and the Union recognize the grievance procedure as a process to resolve disputes in a respectful manner. The parties commit to resolve disputes as quickly as possible at the lowest possible level. There will be no reprisal for filing a grievance. Grievances will not be revealed or provided to potential employers.

Section 12.2 A formal grievance is an allegation by a bargaining unit member or the Union that there has been a misapplication, misinterpretation or violation of this Agreement, which occurred during the term of this Agreement. Disputes regarding the “arbitrability” of a grievance will be determined by an arbitrator selected in accordance with this grievance procedure.

Section 12.3 If the parties agree to use the Dispute Resolution process (Article 13), the time frames in this Article will be suspended. If the selected dispute resolution method does not result in resolution, either party may return to the Grievance Procedure and the time frames resume.

Section 12.4 Grievance hearings will be held at a mutually agreeable time and location. Hearings may be held telephonically or using web conferencing upon mutual agreement of all parties – the grievant(s), Shop Steward and/or Union Representative. Release time will be granted for the grievant and their Shop Steward for both the grievance hearing and the grievance premeet. Any expenses incurred in pursuit of the grievance will be borne by the bargaining unit member or the Union, unless mutually agreed otherwise. The time limitations provided in this Article may be extended in writing by mutual agreement.

Section 12.5 Prior to filing a formal grievance, the bargaining unit member will attempt to resolve the problem with the immediate supervisor. The bargaining unit member may be accompanied by a Union representative at this discussion. If the problem cannot be resolved at this level, a formal written grievance may be filed at Step 1. Grievances will be processed in the following manner:

- STEP 1** – The aggrieved bargaining unit member and/or Union representative will file the grievance with the Director of their department within thirty (30) calendar days of when the bargaining unit member could reasonably be expected to be aware of the issue giving rise to the grievance, or within thirty (30) calendar days of the withdrawal from the Dispute Resolution process. Within thirty (30) calendar days from the receipt of the grievance, the Director of the department will hold a grievance hearing. Within thirty (30) calendar days of the grievance hearing, the Director will submit a written decision to the grievant and the Union.
- STEP 2** – If the grievance is not resolved at Step 1, the aggrieved bargaining unit member and/or the Union may file the grievance with the Executive Director within thirty (30) calendar days of receipt of the Step 1 decision. Within thirty (30) calendar days of the receipt of the grievance at this step, the Executive Director will submit a written decision to the grievant and the Union. During the thirty (30) day period, the Executive Director or designee will hold a hearing on the grievance.
- STEP 3** – If the grievance is not resolved at Step 2, the Union may pursue the grievance to arbitration within thirty (30) calendar days of the date of the response.
- A. Grievances pursued to arbitration will be submitted to the American Arbitration Association or Federal Mediation and Conciliation Service, when mutually agreed upon.
 - B. The American Arbitration Association or Federal Mediation and Conciliation Service will be requested by either or both parties to provide a panel of seven (7) arbitrators. Both the WFSE and the Union will have the right to strike three (3) names from the panel. The party requesting arbitration will strike the first name; the other party will then strike one (1) name. The process will be repeated, and the remaining person will be arbitrator.
 - C. Arbitration proceedings will be conducted at a mutually agreed upon time and location. The decision of the arbitrator will be final and binding on the parties, and the arbitrator will be requested to issue their decision within thirty (30) calendar days after the conclusion of testimony and argument unless extended by mutual

agreement. The scope of the arbitrator's decision will not extend beyond proper interpretation or application of the terms of this Agreement.

D. Arbitration Costs:

1. The expenses and fees of the arbitrator, and the cost (if any) of the hearing room, will be shared equally by the parties.
2. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.
3. If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator free of charge. If the other party desires a copy of the transcript, it will pay for half of the costs of the fee for the court reporter, the original transcript and a copy.
4. Each party is responsible for the costs of its representatives, attorneys and all other costs related to the development and presentation of their case.

Section 12.6 Failure by the employer to comply with timelines will entitle the Union to move the grievance to the next step of the procedure.

Grievance files will be confidential and will be kept as separate and distinct files in a secure location.

ARTICLE 13

DISPUTE RESOLUTION

Section 13.1 The parties agree it is in their mutual best interest to address disputes in a fair and responsible manner. In order to develop mutually satisfactory solutions, WFSE and the Union recognize a variety of options for the resolution of disputes.

Section 13.2 When attempts to resolve disputes between bargaining unit members, and disputes between bargaining unit members and management, fail, dispute resolution options will include, but not be limited to, mediation and/or facilitation by submittal of the dispute to a mutually agreed to accredited dispute resolution person or organization.

Section 13.3 In disputes between bargaining unit members and management, dispute resolution use is voluntary and by mutual agreement. Requests for dispute resolution will be in writing. A written response to the requestor of acceptance or denial of the request will be conveyed within ten (10) working days.

Section 13.4 Dispute resolution may be used instead of or as part of the Grievance Procedure.

Section 13.5 The parties agree that confidentiality will be maintained and that discipline will not result from disclosure of information in the Dispute Resolution process.

ARTICLE 14

VACANCIES, POSTING, TRANSFERS AND BACKFILLS

Section 14.1 Whenever a position in the bargaining unit becomes vacant, WFSE will notify the Union within five (5) working days. If a bargaining unit position is held vacant beyond forty-five (45) days WFSE will give written notice to the Union of the reason. Whenever WFSE intends to fill a position in the bargaining unit, WFSE will notify each bargaining unit member by email. Such notification will be done at the same time or prior to external posting. In the event that WFSE intends to abolish a bargaining unit position or alter a job type in the bargaining unit, WFSE will notify the Union in writing, at least fifteen (15) calendar days prior to implementation.

Section 14.2 A vacancy is defined as:

- a) An unfilled permanent bargaining unit position either existing or newly created.
- b) A temporarily funded bargaining unit position expected to last six (6) months.

While WFSE makes final determinations regarding the filling of vacancies, WFSE will fairly consider the seniority and expressed interests of permanent bargaining unit member applicants, provided, however, transfers will be in accordance with Section 14.3. Any permanent bargaining unit member who applies and meets the minimum qualifications for a vacant position will be interviewed unless there are formal disciplinary actions on file within the last twelve (12) months.

It is the intention of WFSE to make every effort to ensure that bargaining unit members are notified of opportunities not defined as vacancies.

Section 14.3 Employees being interviewed for a position in accordance with Article 14.2 will be granted work time for travel time and attendance at the interview. Work time granted in accordance with this section will not exceed one (1) work day. Employees will not be compensated for travel expenses associated with the interview.

Section 14.4 TRANSFER Permanent, non-probationary, bargaining unit members in the same job type who wish to be considered for a vacancy must notify the Executive Director or designee of their interest within ten (10) working days of the posting of the bid opportunity unless mutually agreed otherwise. Permanent bargaining unit members who wish to submit bids on more than one (1) vacancy of the same job type must clearly indicate a ranked order of preference. If an unranked bid is received, the bargaining unit member will be notified and may submit clarification of the bid no later than 5:00 pm on the next business day after the notification. Failure to do so will constitute an invalid bid. The vacant position will be filled by the most senior permanent bargaining unit member in the same job type who submitted a valid bid. Bargaining unit members may be awarded no more than one (1) transfer to another vacancy during any twelve (12) month period pursuant to this Article unless mutually agreed otherwise. Bargaining unit Associate staff members must meet the minimum qualifications of the vacant Associate position in order to be eligible to transfer to that position.

Section 14.5 BACKFILLS The intent of WFSE is to minimize the impact of extended absences on services and staff. When WFSE determines that a significant impact on workload will result from an absence, backfills will occur. All permanent bargaining unit members who have the skills and abilities will be considered for backfill assignments.

A bargaining unit member accepting a backfill assignment will be compensated in accordance with Article 43.7, Wages, unless the Executive Director has authorized a higher salary step. A bargaining unit member accepting a backfill assignment will return to their permanent position at the end of the assignment in the same job type at the same rate of pay and at the same work location without loss of seniority plus any salary increase he or she would have received had he or she not been assigned to the backfill.

ARTICLE 15

TRAINING

Section 15.1 WFSE and the Union are committed to ensure, to the maximum extent possible, that bargaining unit members receive the training needed to effectively perform their responsibilities to the membership of the WFSE. Opportunities for education and training are to be based on an objective assessment of permanent bargaining unit member training needs, and to ensure broad availability and equal opportunity without favoritism.

Section 15.2 WFSE will provide orientation and a training plan for permanent bargaining unit members within the first six (6) months of employment. As part of orientation, a Union representative will be allowed one-half (1/2) hour to provide information about the Union and the Collective Bargaining Agreement.

Section 15.3 Expenses for attendance at training programs approved by WFSE will be paid by WFSE in accordance with WFSE policy. Directed participation in education and training programs approved by WFSE will be compensated as time worked. If WFSE approves a training course for a bargaining unit member and it is scheduled during a regular workday, the bargaining unit member may attend with no loss of pay.

Section 15.4 WFSE will maintain the training fund for formal job-related career development academic training for members of the bargaining unit. WFSE will make available to this fund up to ten thousand dollars (\$10,000.00) each year of this Agreement. By June 30th of each year, the Education Committee will inform WFSE of the bargaining unit members who participated and the training received, and unused money will lapse to the WFSE operating fund at that time. The Education Committee will authorize expenditures from this fund on a reimbursement basis for tuition, books, room and board and travel for bargaining unit members. The WFSE will provide the Education Committee with a written reconciliation of the account by July 31st of each year.

Section 15.5 WFSE and the Union agree to establish a Training Committee consisting of up to four (4) representatives selected by the Union and up to four (4) WFSE representatives. The committee will meet at least annually at mutually agreed-upon dates and times. The purpose of this committee will be to make recommendations to be considered for implementation by WFSE

regarding staff training needs. This Committee will convene within sixty (60) calendar days from ratification of this Agreement.

Section 15.6 WFSE will allow bargaining unit members, for the purposes of exposure and training, to attend meetings, events or job shadow outside of their typical job duties provided the following conditions exist:

1. The bargaining unit member has obtained prior approval from their supervisor to attend the meeting, event or job shadowing. Such prior approval shall not be unreasonably denied; and
2. Attendance at the meeting, event or job shadowing will not disrupt the bargaining unit member's regular and ongoing obligations to WFSE business.

Bargaining unit members attending meetings or events under this provision will not be eligible for higher level pay.

ARTICLE 16

COMMUNICATION AND WORKLOAD MANAGEMENT

Section 16.1 WFSE and the Union both recognize the value of a two-way communication system between bargaining unit members and supervisors. To facilitate such communication, permanent bargaining unit members will meet with their supervisor at least annually to discuss training needs, professional development, individual and mutual expectations, accomplishments, and other issues of importance to the parties. Supervisors will document the results of the annual discussions and give a copy to the bargaining unit member.

Section 16.2 The parties agree that this process will be used to enhance feedback between bargaining unit members and supervisors. A permanent bargaining unit member may request their supervisor to come to the work site to obtain a better understanding of the work.

Section 16.3 WFSE and the Union recognize the importance of a balance between WFSE oversight and encouraging work site autonomy, and of obtaining direct bargaining unit member input concerning workload and its distribution. The bargaining unit members within each office, with supervisor approval, will have the ability, by consensus, to make temporary adjustments to the workload within their office to ensure quality delivery of services to the membership. The impact of permanent adjustments in work assignments will remain a subject of Union/Management negotiations under Article 11.

Section 16.4 Bargaining unit members and their supervisors in each area office and in headquarters are encouraged to meet as needed to evaluate their work. Topics may include: workload issues; methods to improve work flow and communication; adjustments to work assignments within the office; delivery of membership services; resource allocations; examining new work methods and new services; team building; and communication with other WFSE offices.

Section 16.5 WFSE and the Union recognize the need for bargaining unit members to have the proper tools, resources, and technical assistance to effectively and efficiently perform their jobs for the benefit of WFSE members. Within budgetary limitations, WFSE will ensure that proper tools, resources, and technical assistance will be available for bargaining unit members.

Section 16.6 WFSE recognizes the importance of user input when considering new technology and is committed to providing bargaining unit members with the opportunity for significant and meaningful input into the design, specifications, and implementation of new technology.

Section 16.7 Bargaining unit members must notify, and receive prior approval from their supervisors before working from their homes including reading and writing work related emails and making work related phone calls, if such emails and/or phone calls exceed fifteen (15) minutes total in any work week. Upon request, employees will provide an accounting of work completed while at home.

ARTICLE 17

SENIORITY

Section 17.1 Seniority will be determined by the length of the most recent period of continuous unbroken WFSE employment. However, seniority calculations for employees who serve in a position outside the bargaining unit and subsequently become bargaining unit members will exclude the time served outside the bargaining unit. Ties will be broken first by calculating total WFSE employment. If a tie still exists, it will be broken in the following order:

- A. By calculating employment with AFSCME International or Washington State service as a member of Council 28,
- B. By calculating employment with another AFSCME Council,
- C. By calculating employment with another AFL-CIO affiliated Union, or
- D. By lot.

Section 17.2 The bargaining unit member's continuous service record will be considered broken only by voluntary resignation, discharge, or retirement. Seniority, however, will not accrue during any period of leave without pay in excess of thirty (30) calendar days, except during periods of layoff, or due to leave without pay attributable to a work-related injury.

Section 17.3 For temporary employees who have subsequently become permanent, WFSE employment would be considered broken only if the employee was not in pay status for seven (7) or more consecutive calendar days during his or her temporary appointment, and seniority will be calculated based on time in pay status.

ARTICLE 18

LAYOFF PROCEDURE

Section 18.1 It is the intent of WFSE to provide job security for its employees and to avoid layoffs. A layoff is defined as a lack of work, changes in work, a lack of funds, or fewer positions available than the number of permanent employees entitled to such positions. The parties agree that should conditions for a layoff exist, the Union will be notified at least thirty (30) calendar days in advance of intended layoff implementation. As soon as possible thereafter, the parties will jointly consider creative alternatives in lieu of layoff through the Union/Management Committee process in Article 11. Discussions will include, but not be limited to, a review of all vacant positions and those held by non-permanent employees and early retirement options.

Section 18.2 If it becomes necessary to reduce the number of permanent bargaining unit members, the following will apply:

- A. The Executive Director will determine which position(s) by job type(s) and location(s) are to be abolished and the effective date of such action. This determination will be based on the position(s) to be abolished, not named bargaining unit member(s), and the position(s) affected will be those held by the least senior bargaining unit member(s) within job type and location.
- B. No permanent bargaining unit member will be laid off without first being offered any positions at the same or lower salary for which the bargaining unit member qualifies and which are held by non-permanent employees or are funded vacancies. Permanent bargaining unit members will be notified of these options in lieu of layoff and will have seven (7) work days to choose an option. If the bargaining unit member is in leave status during the notification period, an extension will be granted. If more than one employee wishes the same vacancy, seniority will determine which employee will be awarded the position. If a permanent bargaining unit member is awarded a vacancy in lieu of layoff, he/she will be reassigned to that position and will not be laid off. Bargaining unit members who do not respond will be laid off.
- C. A Permanent bargaining unit member who must relocate their residence due to the exercise of a layoff option to remain employed with WFSE, will receive reimbursement of relocation moving expenses up to \$500 for a move of 100 miles or more.
- D. Permanent bargaining unit members who are eligible to retire within five (5) years of the effective date of the layoff and elect to retire early will be provided severance pay in accordance with Section 18.7.

Section 18.3 LAYOFF UNIT For the purposes of this Article only, the layoff unit will include all permanent employees of the WFSE, and will be by office. If there is no option available within an office, an employee will be offered an option statewide after all other laid off employees have been given their office option.

Section 18.4 SENIORITY For the purpose of this Article, seniority will be determined in accordance with Article 17, Seniority.

Section 18.5 NOTICE Permanent bargaining unit members will be notified, in writing, fifteen (15) calendar days in advance of the effective date of their layoff. After receiving notice of their layoff options, bargaining unit members will have seven (7) workdays to choose an option. If the bargaining unit member does not respond within seven (7) workdays, he/she will be laid off. Prior to implementing a layoff, the employee(s) will be advised in writing of available options in lieu of layoff.

Section 18.6 OPTIONS

- A. **BUMPING:** Bargaining unit members who are being laid off will be allowed to bump into a position in a job type in which the bargaining unit member has held permanent status and which is held by the least senior employee in that job type who has less seniority than the bargaining unit member being laid off, and for which the laid off bargaining unit member meets the minimum qualifications. Bumping will take place one progressively lower job type at a time.
- B. **LAYOFF/RECALL LIST:** Bargaining unit members who are laid off will be placed on the recall list for any job type in which they have held permanent status and for which they meet the minimum qualifications. WFSE will maintain recall lists for laid off bargaining unit members within job type by seniority as defined in Article 17, Seniority, for up to three (3) years. When there is an active recall list WFSE will provide a copy of the recall roster to the Union. When a position is to be filled, it will be offered to the individual on the recall list for that job type in descending order of seniority. Notification to individuals on the recall list will be by certified mail, to the last/best address WFSE is aware of, and they will have fourteen (14) calendar days to respond after receipt of the notice.
- C. The employee shall be recalled at their same range and step as when he/she was laid off.

Prior to using the recall list for filling a vacancy, the transfer process as defined in Article 14, Vacancies, Posting, Transfers and Backfills, will take place.

When a vacancy occurs in a job type and there are no names on that job type recall list, all individuals on any recall list will be notified.

Bargaining unit members filling a lower paying position in lieu of layoff will remain on the recall list for three (3) years for all higher paid job types in which they have held permanent status.

Section 18.7 LAYOFF SEVERANCE PAY Bargaining unit members in pay status as of the effective date of layoff who have no options available other than layoff or have chosen layoff as their option will be entitled to severance pay equal to one-half (1/2) of one (1) month's salary for every two (2) full years of WFSE employment up to a maximum of three (3) month's salary, unless otherwise approved by the Executive Director.

ARTICLE 19

ABANDONMENT OF POSITION

Section 19.1 When an employee does not report for work and has failed to contact their supervisor for more than three (3) consecutive work days, the employee is presumed to have resigned from their position.

Section 19.2 The supervisor and/or employer will make reasonable attempts to contact the employee to determine the cause of the absence.

Section 19.3 When an employee is presumed to have resigned from their position, the supervisor and/or employer will notify the employee of their separation by certified mail to the last known address of the employee.

Section 19.4 An employee who has received a notice of separation may petition the employer in writing to consider reinstatement. The employee must provide a reasonable explanation with any supporting evidence that the absence was involuntary or unavoidable. The petition must be received by the employer or postmarked within ten (10) calendar days after the receipt of the separation notice. The employer will respond in writing to an employee's petition for reinstatement within ten (10) calendar days of receipt of the employee's petition.

Section 19.5 Denial of a petition for reinstatement is subject to the grievance procedure in accordance with Article 12.

ARTICLE 20

HOURS OF WORK AND OVERTIME FOR SUPPORT STAFF

This Article applies to permanent bargaining unit members in the job types of: Associate and Maintenance Custodian (herein referred to as support staff).

Section 20.1 The workweek for support staff will be thirty seven and one-half (37 ½) hours.

Section 20.2 The regular workweek will consist of five (5) consecutive uniform work shifts preceded or followed by two (2) consecutive days off (except for alternate schedules). Support staff may request and supervisors may consider alternate work schedules other than the regular schedule. Supervisors may change assigned regular workweek schedules or rescind alternate schedules as needed for business purposes after providing ten (10) working days notice to the affected support staff. In making these changes, supervisors will attempt to meet the personal and family needs of the support staff as well as the needs of the WFSE.

Section 20.3 Supervisors may make temporary adjustments of work hours during a workday or work week. In considering temporary adjustments of work hours, supervisors will attempt to meet the personal and family needs of the support staff as well as the business needs of the WFSE. Support staff may also request temporary adjustments of work hours during a workday or work week. Temporary adjustments will not exceed thirty (30) days unless otherwise agreed to by all

parties. When possible, support staff will be given five (5) working days notice of any temporary adjustment. Temporary adjustments will not be made to avoid payment of overtime.

Section 20.4 All agreements for alternate work schedules will be in writing and signed by the supervisor and the support staff. The Union will be notified in writing of all alternate schedules prior to implementation.

Section 20.5 Support staff scheduled to work over five (5) consecutive hours in a day will be provided a minimum of thirty (30) minutes, unpaid, for a meal period, which will, if feasible, be scheduled in the middle of the work shift. Support staff will receive a rest period of fifteen (15) minutes during each three and three-quarter (3 $\frac{3}{4}$) hour work period at or near the middle of that period.

Section 20.6 For the purpose of administering this Article, hours of work will include all time a support staff bargaining unit member is directed to work and all reasonable travel time (exclusive of normal commute) to perform directed work unless travel time is scheduled at the convenience of the bargaining unit member.

Section 20.7 All overtime will be authorized in advance by a supervisor. Overtime for full-time support staff will be compensated at the rate of time and one-half for all work required outside of any scheduled workweek. Overtime for part-time support staff will accrue at the rate of time and one-half for all work in excess of the equivalent of a full-time workweek. Overtime will accrue at the rate of time and one-half for all time outside of the scheduled workweek for travel unless scheduled at the convenience of the bargaining unit member.

Section 20.8 Support staff who are directed to work on a weekend day will be compensated for a minimum of two (2) hours if the weekend day is not part of an alternate or adjusted schedule agreed upon by the supervisor and the bargaining unit member, and overtime will accrue at the double-time rate for any overtime work in excess of eight (8) hours on any weekend day.

Section 20.9 Support staff will be compensated for eight (8) hours at the rate of time and one-half for each weekend day worked when assigned to attend the WFSE convention. Work performed in excess of eight (8) hours will be compensated at the rate of double time.

Section 20.10 For purposes of computing overtime, all authorized leave with pay will be considered time worked. Overtime will be computed to the next quarter hour increment each time it is earned.

Section 20.11 Payment for overtime will normally be included in the paycheck for the pay period in which it was earned, provided that the request for overtime payment is submitted by the day following the end of the pay period in which it was earned. All requests for overtime should be submitted within fifteen (15) days of being earned and must be submitted within ninety (90) days of being earned unless there is agreement otherwise between the supervisor and the bargaining unit member.

Section 20.12 Support staff who are notified after the end of the previous regularly scheduled work shift that they are required to return to work before their next scheduled work shift will receive two (2) hours of pay at the straight time rate in addition to compensation for time worked.

ARTICLE 21

HOURS OF WORK AND OVERTIME FOR NONSCHEDULED STAFF

This article applies to permanent bargaining unit members in the job types of Council Representative, Lead Council Representative, Journey Organizer, Organizer, Organizer-in-Training, Database Specialist, Volunteer Member Organizer (VMO) Coordinator, Legislative and Political Action Field Coordinator, Coordinator of PERC Activities, Senior Printer, Member Connection Representative, and Computer Desktop Support, hereinafter referred to as nonscheduled staff.

Section 21.1 The regular workweek will consist of forty (40) hours within a seven (7) day period. Nonscheduled staff are generally responsible, with supervisor approval to adjust their hours to best accomplish their workload. Nonscheduled staff will work consecutive hours within a workday unless agreed otherwise.

Section 21.2 Nonscheduled staff scheduled to work over five (5) consecutive hours in a day will be allowed a meal period of at least thirty (30) minutes, unpaid, which will commence no less than two (2) hours nor more than five (5) hours from the beginning of the shift.

Section 21.3 For the purpose of administering this Article, hours of work will include all time a nonscheduled staff is directed to work and all reasonable travel time (exclusive of normal commute) to perform directed work, unless travel time is scheduled at the convenience of the nonscheduled staff.

Section 21.4 All overtime will be authorized in advance by a supervisor, unless agreed otherwise. Overtime for nonscheduled staff, except Organizer-in-Training, Organizer, and Journey Organizer, will be compensated at the rate of time and one-half for all work assigned by a supervisor above forty (40) hours in one workweek. Overtime for Organizer-in-Training, Organizer, and Journey Organizer will be compensated at the rate one-half of the annual hourly rate (annual salary/2080*.5) for all work assigned by a supervisor above forty (40) hours in one workweek.

Section 21.5 For the purposes of computing overtime, all authorized leave with pay will be considered time worked. For the purposes of this Article, holidays as specified in Article 23, Section 23.1 shall be considered time worked. Overtime will be computed to the next quarter hour increment each time it is earned.

Section 21.6 Payment for overtime will normally be included in the paycheck for the pay period in which it was earned, provided that the request for overtime payment is submitted by the day following the end of the pay period in which it was earned.

Section 21.7 Normal work hours for the purposes of Articles 3, Article 11, Article 23, Sections 1 and 3, Article 28 and Article 31, Section 31.3 will be considered eight (8) hours in a work day.

Section 21.8 When a supervisor requires nonscheduled staff, except for staff working in Organizing or Legislative and Political Action, to work Saturday and/or Sunday, whenever

possible, seven (7) days notice will be given. If less than seven (7) days notice is given the employee may refuse to work on holidays, Saturday and/or Sunday.

ARTICLE 22

COMPENSATION FOR EXEMPT STAFF

Section 22.1 Labor Advocates are overtime-exempt employees. Compensation is based on the premise that bargaining unit members in these job types are expected to work the hours necessary and exercise sufficient initiative and judgment to provide the services for which they were hired. These bargaining unit members will be responsible, with supervisor oversight, to manage their time and calendar in order to balance their workload, and are accountable for their work product and for working toward the objectives of the WFSE. The salary paid to bargaining unit members in these job types is full compensation for all hours worked.

ARTICLE 23

HOLIDAYS

Section 23.1 The following are paid holidays:

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

Section 23.2 Whenever any paid holiday falls on a Saturday, the preceding Friday will be the holiday. Whenever any paid holiday falls on a Sunday, the following Monday will be the holiday.

Section 23.3 Each permanent bargaining unit member may select two (2) personal holidays each calendar year, provided:

- a) The bargaining unit member was hired on or before June 30 in a calendar year. Any bargaining unit member hired on or after July 1 may select one (1) personal holiday for the balance of the first calendar year, and two (2) personal holidays in each calendar year thereafter.
- b) The bargaining unit member has given not less than fourteen (14) calendar days written notice to the supervisor; however, the bargaining unit member and supervisor may agree upon an earlier date; and

- c) The personal holidays must be taken during the calendar year or entitlement to the days will lapse, except when a bargaining unit member has requested a personal holiday and the request has been denied.

A personal holiday must be taken on one (1) day.

Section 23.4 Bargaining unit members who are employed before and after the holiday and for a period of at least ten (10) working days during the month (but not including the holiday) will be compensated for the holiday. The amount of compensation for the holiday for part-time bargaining unit members will be prorated according to the percentage of hours the part time bargaining unit member is scheduled to work during the holiday month.

Section 23.5 Bargaining unit members will not normally be assigned work on a holiday. Should the WFSE determine there is a need for work on a holiday, bargaining unit members will be notified. If support staff or nonscheduled staff indicate their willingness to work on a holiday, and it is approved by their supervisor, they will receive overtime compensation at the rate of time and one half in addition to their holiday pay.

ARTICLE 24

VACATION LEAVE

Section 24.1 Full-time, permanent, bargaining unit members who are in pay status for fifteen (15) or more calendar days in a calendar month including holidays will be credited monthly with the following rates of vacation leave for each year of employment. For the purpose of this Section, "employment" will include employment with AFSCME, any AFSCME affiliate, or any other AFL-CIO labor organization, and any Washington State service while a member of the WFSE, except that no bargaining unit member hired prior to the signing of this Agreement will have their accrual rate reduced as a result of this language.

Vacation leave for permanent, other than full-time bargaining unit members will be computed in an amount proportionate to the normally scheduled time the bargaining unit member is in pay status during the month to that required for full-time employment.

- A. During the first year of total employment – 96 hours (12 days) per annum.
- B. During the second year of total employment – 104 hours (13 days) per annum.
- C. During the third and fourth years of total employment – 112 hours (14 days) per annum.
- D. During the fifth, sixth, and seventh years of total employment – 120 hours (15 days) per annum.
- E. During the eighth, ninth, and tenth years of total employment – 128 hours (16 days) per annum.
- F. During the eleventh year of total employment – 136 hours (17 days) per annum.
- G. During the twelfth year of total employment – 144 hours (18 days) per annum.
- H. During the thirteenth year of total employment – 152 hours (19 days) per annum.

- I. During the fourteenth year of total employment – 160 hours (20 days) per annum.
- J. During the fifteenth year of total employment – 168 hours (21 days) per annum.
- K. During the sixteenth year of total employment – 176 hours (22 days) per annum.
- L. During the seventeenth year of total employment – 184 hours (23 days) per annum.
- M. During the eighteenth year of total employment – 192 hours (24 days) per annum.
- N. During the nineteenth year of total employment – 200 hours (25 days) per annum.
- O. During the twentieth year of total employment and after – 208 hours (26 days) per annum.

Section 24.2 Vacation leave may be accumulated by full-time bargaining unit members to a maximum of thirty (30) days (or two hundred forty (240) hours). However, a full-time bargaining unit member may accumulate vacation leave in excess of thirty (30) days as follows:

- A. A full-time bargaining unit member may accumulate the vacation leave days between the time thirty (30) days is accrued and the last day of the month containing their seniority date.
- B. Such leave accumulated will be used by the last day of the month containing the bargaining unit member's seniority date and at a time convenient to the WFSE. If such leave is not used prior to the last day of the month containing the bargaining unit member's seniority date, such leave will be automatically extinguished and considered to have never existed.
- C. If a request to use leave in excess of thirty (30) days, as allowed under A above, is denied by WFSE and such denial would cause the bargaining unit member to lose such leave, the bargaining unit member may carry forward the excess leave of the denied request up to an additional one hundred twenty (120) days. If the leave is not used within this one hundred twenty (120)-day period, it will be automatically extinguished as provided in B above unless agreed otherwise.

Section 24.3 Part-time bargaining unit members will be treated in the same manner as full-time bargaining unit members described in Section 24.2 above, except that their leave accumulation limit will be prorated according to the percentage of full time hours they are normally scheduled to work. If a request to use excess leave is denied as in Section 24.2 C above, the number of days part-time bargaining unit members may carry forward the excess leave of the denied request will also be prorated according to the percentage of full time hours they are normally scheduled to work.

Section 24.4 All requests for vacation leave will be in writing and must be approved verbally or in writing in advance of the effective date, unless used in lieu of sick leave or the supervisor agrees otherwise. The intent of WFSE is to honor bargaining unit members' requests for leave. Should a leave request seriously impact workload for remaining employees, WFSE will attempt to find ways other than denying the leave to manage the workload.

Section 24.5 When a bargaining unit member separates from service by reason of resignation with adequate notice of fifteen (15) calendar days, layoff, dismissal, retirement or death, the bargaining unit member is entitled to a lump sum payment of unused vacation leave not to exceed the amount of vacation leave that can be accrued.

Section 24.6 In accordance with the plan rules, no contributions will be made to the Department of Retirement Systems for PERS 1 bargaining unit members or the AFSCME Employees Pension Plan for non-PERS bargaining unit members for lump sum payment of excess vacation leave accumulated under the provisions of subsections A, B, and C of Section 24.2, nor will such payment be reported to the Department of Retirement Systems or the AFSCME Employees Pension Plan as compensation. WFSE will abide by any changes in the plan rules.

Section 24.7 Bargaining unit members, excluding Member Connection Representatives, may take off the working days between Christmas and New Year's Day without charge against their accrued vacation leave. Associate staff in the Headquarters building may volunteer to cover reception duties on these days. For each day worked bargaining unit members will receive normal pay and an additional eight (8) hours of leave, which will be used during the month of January unless the bargaining unit member is given an extension by their supervisor.

Section 24.8 For each day worked between Christmas and New Year's Day, Member Connection Representatives shall receive normal pay, plus an additional eight (8) hours of leave to be used within six (6) months and may be taken consecutively.

Section 24.9 WFSE agrees that should any permanent bargaining unit member(s) be elected as a Delegate or Alternate to the State or National Democratic Convention, the State or National Republican Convention, the AFSCME Convention, or the Washington State Labor Council Convention, such bargaining unit member(s) will be allowed to use vacation leave or leave without pay to participate.

Section 24.10 Bargaining unit employees will be provided their leave balances on a monthly basis.

ARTICLE 25

SICK LEAVE

Section 25.1 Eight (8) hours of sick leave credit will be granted for each month in which a full-time bargaining unit member is in pay status for fifteen (15) or more calendar days. Sick leave credit for permanent bargaining unit members in other than full-time positions will be accrued in an amount proportionate to the normally scheduled time the permanent part-time bargaining unit member is in pay status during the month to that required for full-time employment.

Section 25.2 Sick leave will be used for illness, injury, pregnancy, preventative care of a bargaining unit member or family member, or compassionate leave as described in Article 31, Section 31.3. "Family member" will include the bargaining unit member's spouse or domestic partner, minor foster child or legal dependent; or relatives of the bargaining unit member, spouse or domestic partner for whom the bargaining unit member has a major caretaking responsibility.

Section 25.3 All requests for sick leave will be documented. When the need to use sick leave is known in advance, the request will be submitted in advance of the effective date of the leave.

Section 25.4 If supervisors have a reasonable basis to believe that sick leave is being abused, they may require documentation. If documentation is required, WFSE is responsible for any additional cost to a medical provider to obtain the documentation.

Section 25.5 Bargaining unit members will be eligible to receive monetary compensation for accrued sick leave as follows:

- A. By January 31st of each year, and at no other time, a bargaining unit member whose sick leave balance at the end of the previous year exceeds four hundred eighty (480) hours may elect to convert the sick leave hours earned in the previous calendar year, minus those hours used during the year, to monetary compensation; provided:
 - i) No sick leave hours may be converted which would reduce the calendar year-end balance below four hundred eighty (480) hours.
 - ii) Monetary compensation for converted hours will be paid at the rate of fifty percent (50%) and will be based upon the bargaining unit member's current salary.
 - iii) All converted hours will be deducted from the bargaining unit member's sick leave balance.
 - iv) Notification of the request to convert these hours is received by payroll by January 31st of each year.
- B. Bargaining unit members who separate from WFSE service due to retirement or death will be compensated for their total unused sick leave accumulation at the rate of fifty percent (50%). Compensation will be based upon the bargaining unit member's salary at the time of separation. For the purposes of this subsection, retirement will be either retirement under PERS 1 or the AFSCME Employees Pension Plan. Retirement will not include "vested out-of-service" bargaining unit members who leave funds on deposit with the Department of Retirement Systems for PERS 1; nor "vested out-of-service" bargaining unit members who leave funds on deposit with the AFSCME Employees Pension Plan for those who are not members of PERS.
- C. Bargaining unit members who separate for any reason other than retirement or death will not be paid for their accrued sick leave.

Section 25.6 The Employer shall comply with all applicable terms and conditions of all federal, Washington State and local leave laws.

ARTICLE 26

FAMILY/MEDICAL LEAVE

Section 26.1 The Employer shall comply with all applicable terms and conditions of all federal, Washington State and local leave laws.

Section 26.2 "Family member" will include the bargaining unit member's spouse, domestic partner or household member, minor foster child or legal dependent; or relatives of the bargaining unit member, spouse or domestic partner for whom the bargaining unit member has a major caretaking responsibility. Household members are defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term will include 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.

Section 26.3 Bargaining unit members will be allowed to use their accrued vacation leave, sick leave, personal holidays or shared leave per Article 29 concurrent with FMLA-designated leave under this article. Bargaining unit members receiving payment under the Washington Paid Family & Medical Leave benefits will be considered in paid status for the purposes of Articles 17.2 – Seniority, 24.1 – Vacation Leave, and 25.1 – Sick Leave.

ARTICLE 27

EXTENDED MEDICAL/PARENTAL LEAVE

Section 27.1 Following exhaustion of leave under Article 26 and for the condition(s) approved under Article 26, and upon written request to the Executive Director, WFSE may grant permanent bargaining unit members up to 40 weeks unpaid leave within a three (3) year period. Such requests shall not be arbitrarily denied. "Family member" will include the bargaining unit member's spouse, domestic partner or household member, minor foster child or legal dependent; or relatives of the bargaining unit member, spouse or domestic partner for whom the bargaining unit member has a major caretaking responsibility. Household members are defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term will include 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.

Section 27.2 Medical leave for a serious health condition may be taken intermittently unless usage of such leave interferes with the employee's ability to perform the essential functions of the job.

Section 27.3 The bargaining unit member will provide the employer with not less than thirty (30) days' notice before the leave is to begin. If the need for the leave is unforeseeable thirty (30) days in advance, then the bargaining unit member will provide such notice when practicable. If the need for leave is foreseeable and the bargaining unit member fails to provide notice as specified in this article, WFSE will determine a start date on a case by case basis with the intent to accommodate both the WFSE's need to schedule and the bargaining unit member's need for leave. A delayed start date will not exceed thirty (30) days after the request is made.

Section 27.4 Extended medical/parental leave will begin upon notification by the supervisor to the bargaining unit member that the extended medical/parental leave has been approved. Bargaining unit members will be allowed to use their accrued vacation leave, sick leave, personal holidays or shared leave per Article 29 concurrent with unpaid extended medical/parental leave.

Section 27.5 Bargaining unit members on unpaid extended medical/parental leave will be allowed to use one (1) day of accrued paid leave or shared leave per Article 29 per month to maintain benefits.

Section 27.6 Upon certification from the health care provider that the bargaining unit member is able to resume work, the bargaining unit member will return to a position in the same job type at the same rate of pay and at the same work location as the position held at the time of taking extended medical/parental leave, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment, without loss of seniority, plus any salary increase he or she would have received had he or she not been on extended medical/parental leave.

ARTICLE 28

PAID PARENTAL LEAVE

Section 28.1 In addition to leave approved under Articles 25 and 27, permanent bargaining unit members will be allowed up to five (5) working days family leave without loss of pay upon the birth or adoption of their child.

ARTICLE 29

SHARED LEAVE

Section 29.1 Any permanent WFSE employee who wishes to donate leave to any other WFSE employee in need may do so provided that:

- 1) The employee donating the leave:
 - a) Is permanent.
 - b) Does not donate sick leave if it would cause their sick leave balance to fall below two hundred forty (240) hours or thirty (30) days.
- 2) The employee receiving the donated leave:
 - a) Is permanent.
 - b) Is unable to work due to an illness or accident to the employee or family member for a minimum of three (3) working days related to a specific illness or injury. "Family member" will include the employee's spouse or domestic partner, minor foster child or legal dependent; or relatives of the employee, spouse or domestic partner for whom the employee has a major caretaking responsibility, which

requires the employee to be absent from their normal duties. Applicants must make the request in writing to management and provide documentation of a certified medical need attested by a physician in order to receive donated leave.

- c) Has exhausted their leave.
- d) Is not eligible to use shared leave while being paid from another source that is equal to or greater than sixty percent (60%) of their regular salary (i.e. disability, worker's compensation, insurance.)
- e) Must return the shared leave for any amount covered by worker's compensation, short or long term disability, auto insurance or other source if payment is received from these sources for the same time covered by the share leave. Any returned leave will be given back to the donor(s) in proportion to the donation(s).
- f) Any shared leave which is not used for the original illness or injury within six (6) months will be returned to the donor(s) in proportion to the donation(s).

Section 29.2 For the purpose of this Article, all hours have the same value when donated or received regardless of salary. Any one (1) employee will not receive more than thirty (30) days of shared leave for any one (1) illness or injury except that an employee will receive up to ninety (90) days of shared leave for a serious illness or injury when the leave is continuous from the thirty-first (31st) day of leave onward and the employee has not begun to receive LTD. Additional shared leave may be approved on a case by case basis by the Executive Director. Donations will be of sick leave, vacation leave, or personal holiday only. The employee donating leave will designate the type of leave to be donated. No other type of leave may be donated.

ARTICLE 30

LEAVES OF ABSENCE WITHOUT PAY

Section 30.1 Permanent bargaining unit members may be granted leaves of absence without pay when such leave will not operate to the detriment of the WFSE.

- A. Any request for a leave of absence will be submitted in writing by the bargaining unit member to their supervisor. The request will state the reason the leave of absence is being requested and the approximate length of time off the bargaining unit member desires.
- B. Should the leave be granted, the bargaining unit member will be returned to a position in the same job type and the same work location. If the assignments of the position have not changed since the leave began, the bargaining unit member will be returned to the same assignment he or she performed at the start of the leave.
- C. When a bargaining unit member is on leave without pay for more than thirty (30) consecutive calendar days and the absence is not due to a layoff or a work-related injury, or is not family/medical leave as described in Article 26, the bargaining unit

member's seniority date will be moved forward in an amount equal to the duration of the leave of absence.

ARTICLE 31

MISCELLANEOUS PAID LEAVE

Section 31.1 COMMUNITY SERVICE LEAVE Permanent support staff and nonscheduled staff may be granted up to eight (8) hours of community service leave in a calendar year if it does not impact workload. Community service leave for part time support staff will be prorated by the percentage of full time hours they are normally scheduled to work. All other permanent bargaining unit members may be granted one (1) day of community service leave in a calendar year if it does not impact workload. Requests for community service leave must be approved in advance by the supervisor, unless agreed otherwise. If this leave is not used within the calendar year it is extinguished and considered to have never existed. "Community service" will mean work in a school or any other WFSE approved community service organization.

Section 31.2 JURY DUTY Employees will inform their supervisor promptly when notified of a jury duty summons and provide a copy upon request. Employees summoned for jury duty will be released from work with no loss in pay for time actually spent in jury duty service and will be allowed to retain any compensation paid to them for their jury duty service. If an employee serves less than a full day, they will either return to work or, with approval from their supervisor, be allowed to use vacation leave for the remainder of the day. For overtime-eligible employees, the combination of release time for jury duty service and paid time for carrying out WFSE business will not exceed eight (8) hours in one day, except that employees will be compensated for all supervisor approved hours beyond eight (8) spent carrying out WFSE business.

Section 31.3 COMPASSIONATE LEAVE Permanent bargaining unit members will be allowed four (4) working days compassionate leave without loss of pay in the event of death in the immediate family, which will include: spouse or domestic partner; any of the following relatives of the bargaining unit member, spouse or domestic partner: mother, father, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, son, daughter, stepparents, stepchildren, foster parents, sister, brother, sister-in-law, brother-in-law, aunt, uncle, niece or nephew; or any other person living in the same household as the bargaining unit member.

Bargaining unit members will be allowed to use up to six (6) days accumulated sick leave or vacation leave, personal holidays, and/or leave without pay for reasons of travel, bereavement, or for making necessary family or funeral arrangements.

Section 31.4 RECOVERY TIME – LABOR ADVOCATES The parties recognize the need for recovery time for Labor Advocates as a result of participation in intensive and/or lengthy negotiations. Recovery time will not be accumulated for later use and will have no cash value. Use of recovery time off will require supervisor approval.

Labor Advocates who are assigned to be negotiators during master agreement negotiations will be entitled to three (3) paid days off recovery time that will be taken as soon as possible after the master agreement assigned to that Labor Advocate is ratified.

Section 31.5 RECOVERY TIME – ORGANIZERS The parties recognize the need for recovery time for Organizers who perform intensive work and spend extensive time away from home. Recovery time will not be accumulated for later use and will have no cash value. Use of recovery time off will require supervisor approval.

Organizers who perform intensive work and spend extensive time away from home will be entitled to three (3) paid days off recovery time per calendar year.

ARTICLE 32

INCLEMENT WEATHER AND DISASTER

Section 32.1 If the WFSE decides that an office or work location is non-operational due to inclement weather, conditions caused by inclement weather, disasters or other emergency circumstances, employees will be released with no loss of pay.

Section 32.2 If a work location remains fully operational but an employee is unable to report to work or remain at work because of inclement weather, conditions caused by inclement weather, or a disaster, the employee will be allowed up to one (1) hour paid time to commute to or from work and will have the following options for any additional time:

- A. Employee may request to work from home, in lieu of leave, in accordance with Article 16.7.
- B. Employee may adjust their work schedule to compensate for hours lost in accordance with Articles 20 and 21.
- C. Employee may use any combination of accrued vacation leave or personal holiday.
- D. Employee may use leave without pay.

ARTICLE 33

HEALTH CARE COVERAGE, LIFE INSURANCE AND LONG TERM DISABILITY

Section 33.1 The parties agree that they will strive to achieve both access to quality health care and containment of rising health care costs.

Section 33.2 Public Employees Benefits Board (hereinafter PEBB) medical plans will continue to be provided to bargaining unit members. WFSE agrees to pay the full employer cost for health care coverage for bargaining unit members. WFSE agrees to pay up to two hundred and four dollars (\$204) per month of the employee medical premium for any PEBB medical plan at any level beginning on the first day of the month following the signing of this Agreement for all bargaining unit members.

Section 33.3 Full medical, dental, and life insurance benefits will be provided under the same provisions as 33.2 above to those working half-time or more. All other benefits will be prorated.

Section 33.4 Voluntary life insurance and long-term disability (hereinafter LTD) will continue to be provided to permanent bargaining unit members at least at the level provided through the PEBB.

Section 33.5 The Employer will provide access to a voluntary flexible spending account for qualified healthcare and dependent care expenses in accordance with provisions of the Internal Revenue Service.

ARTICLE 34

WELLNESS

Section 34.1 The parties mutually agree to support affordable and innovative ways to promote employee wellness.

Section 34.2 WFSE agrees to pay permanent bargaining unit members up to three hundred dollars (\$300) annually for the purpose of promoting wellness by subsidizing individual gym/fitness membership, fitness classes, or fitness program expenses or recognizing the earning of 3,000 SmartHealth points.

- Requests for reimbursement covering costs for the calendar year must be submitted, with the accompanying receipts, on the WFSE Wellness form to Accounting no later than January 15th of the following year.
- Request for payment in recognition of earning 3,000 SmartHealth points for the calendar year must be submitted, with proof of points earned, on the WFSE Wellness form, to Accounting no later than January 15th of the following year.

Section 34.3 If approved by the Executive Director, permanent bargaining unit members will be allowed reasonable time off, without loss of pay, to attend WFSE-approved health enhancement meetings such as substance abuse programs. Supervisors will be notified and the release time will be coordinated with them.

ARTICLE 35

SAFETY AND HEALTH

Section 35.1 The Union and WFSE are jointly and equally committed to the development and implementation of an effective accident prevention program that meets or exceeds the requirements of the Washington Industrial Safety and Health Act, including plan components to protect bargaining unit members from violence in the workplace. WFSE will provide the resources necessary to maintain an effective internal safety and health program including appropriate training programs.

Section 35.2 There will be an effective safety committee structure with Union-selected bargaining unit member representatives and employer-selected WFSE representatives. The safety committee will meet no less frequently than once each quarter.

Section 35.3 Bargaining unit members will be responsible for reporting unsafe conditions to WFSE and will not be disciplined for withdrawing from situations that represent a significant risk to their personal health or safety.

Section 35.4 When WFSE chooses to move an office to a new location, input regarding safety issues from bargaining unit staff who will be assigned to the new location will be considered.

ARTICLE 36

RETIREMENT

Section 36.1 WFSE will continue participation in both PERS 1 and the AFSCME Employees Pension Plan, as allowed by the plans and administrators.

Section 36.2 WFSE will continue to pay the plan-established employer contributions and the employee contributions as deducted from paychecks to PERS 1 for all active PERS 1 participants employed in PERS 1-eligible positions. Such PERS 1 employees are excluded from participation in the AFSCME Employees Pension Plan.

Section 36.3 WFSE will continue to pay the plan-established employer contributions and the employee contributions as deducted from paychecks as directed by the AFSCME Employees Pension Plan for all eligible employees choosing to participate in the plan.

Section 36.4 WFSE will continue to offer participation, as allowed by the plan, in the AFSCME Salary Savings Plan to all eligible bargaining unit members choosing to participate in the plan.

ARTICLE 37

EXPENSES

Section 37.1 WFSE agrees to continue to reimburse actual expenses incurred by bargaining unit members in the performance of their duties. Such allowed expenses and reimbursement will be in accordance with the WFSE expense reimbursement policy.

Section 37.2 Employee expense vouchers will be submitted to the supervisor. If an audit of the voucher identifies an expense that does not comply with the WFSE expense reimbursement policy, it will be returned to the supervisor for resolution. Once the issue is resolved, reimbursement will be paid by the following pay period. Any questions regarding expenses will be discussed with the employee by the supervisor.

ARTICLE 38

CELLULAR PHONES

Section 38.1 Permanent WFSE bargaining unit employees required to use a cell phone for work purposes will receive a monthly cell phone allowance of one hundred fifty dollars (\$150.00)

per month and up to four hundred dollars (\$400.00) reimbursement for a cell phone and/or cell equipment during the life of this Agreement.

Section 38.2 Temporary WFSE bargaining unit employees required to use a cell phone for work purposes will receive a monthly cell phone allowance of one hundred fifty dollars (\$150.00) per month but will not be eligible for the reimbursement of cell phone and/or cell equipment costs.

Section 38.3 Those employees receiving a cell phone allowance will obtain and maintain personal cell phone service and equipment to be used for business purposes with sufficient reception for their assigned area and will make their cell phone numbers available to all WFSE staff.

Section 38.4 Bargaining unit employees working in an Associate position shall, by request, have access to a cell phone with texting capabilities for office/work purposes only.

ARTICLE 39

AUTOMOBILES AND VEHICLE ALLOWANCE

Section 39.1 Personal vehicles driven for work purposes will be safe and dependable. All personal vehicles driven for work purposes will be insured.

Section 39.2 WFSE will reimburse bargaining unit members who receive a monthly vehicle allowance pursuant to this Article for membership in AAA Plus. The request for reimbursement must be accompanied by receipts and otherwise in accordance with the WFSE Expense Policy.

Section 39.3 All Council Representatives, Lead Council Representatives, Journey Organizers, Organizers and the Legislative and Political Action Field Coordinator are expected to drive their personal vehicle for work purposes and will be provided a monthly vehicle allowance. The monthly vehicle allowance will be eight hundred dollars (\$800) per month, except that bargaining unit members in positions designated “high mileage” by WFSE will receive one thousand and two hundred dollars (\$1,200) per month.

Section 39.4 During the life of this Agreement, each bargaining unit member receiving a vehicle allowance will receive reimbursement up to seven hundred and fifty dollars (\$750) for maintenance required to maintain safe and reliable vehicles which includes:

- Tires (all weather, snow/studded & regular replacement)
- Snow Chains
- Brakes (maintenance & replacement)
- Windshield repair and wiper replacement
- Lights
- Batteries
- Belts & hoses
- Vehicle Safety Kits

- Installation only of GPS and/or hand-free devices
- Catastrophic engine repair

Section 39.5 A bargaining unit member receiving the regular vehicle allowance may submit a request to the supervisor to receive the high mileage amount. High mileage is defined as one thousand two hundred (1,200) miles per month on average over three consecutive months. If a bargaining unit member is on leave for two or more weeks in a given month then the following month will be considered for the average. The request must be supported by documentation of the mileage driven in the position. WFSE will respond to the bargaining unit member's request within two (2) weeks of the receipt of the request. Bargaining unit members receiving the high mileage vehicle allowance will provide documentation verifying high mileage when their work assignments change. Verification must be provided within four (4) months of the reassignment. If verification does not prove high mileage or verification is not provided, the mileage allowance for the bargaining unit member will be reduced to the regular vehicle allowance beginning the month following the verification period. Bargaining unit members receiving the high mileage upon signing of this agreement will continue to receive the high mileage vehicle allowance.

Section 39.6 The vehicle allowance will be paid on a semi-monthly basis. Any bargaining unit member normally entitled to a vehicle allowance who is not in pay status for seven (7) consecutive calendar days of any entire payroll period will not receive the vehicle allowance for that payroll period.

Section 39.7 Any new bargaining unit members hired into an eligible position will begin to receive the vehicle allowance upon hire.

Section 39.8 If a bargaining unit member exceeds two thousand (2,000) miles in any given month they will receive mileage reimbursement at the current IRS reimbursement rate for each mile above two thousand (2,000) miles, in addition to their monthly vehicle allowance. The request must be supported by documentation of the mileage driven in the position.

Section 39.9 No bargaining unit member will be required to have any passenger in their personally owned vehicle.

Section 39.10 If the average price of a gallon of gas as determined by AAA rises above four dollars (\$4.00) for three (3) consecutive months, then the impact will be discussed at Union/Management pursuant to Article 11 if requested by the Union.

ARTICLE 40

PERSONAL PROPERTY DAMAGE

Section 40.1 Reimbursements to bargaining unit members for personal property damaged or stolen in the line of duty may be discussed on a case-by-case basis with the Executive Director.

ARTICLE 41

LEGAL DEFENSE

Section 41.1 WFSE will grant legal defense to a bargaining unit member who is the subject of a lawsuit or Title VII action arising from acts or omissions in good faith and within the scope of the bargaining unit member’s official duties.

ARTICLE 42

CONTRACTING OUT

Section 42.1 WFSE agrees that it will not contract or subcontract out any bargaining unit work; provided, however, that WFSE will be able to continue to contract with temporary service agencies to provide short-term backfills for Associate Staff and to provide short-term support during workload peaks. At the time the WFSE contracts with a temporary service agency to provide support during workload peaks, the Union will be notified of the expected term and purpose of the contract. The Union will be notified of any changes in the expected term and purpose of the contract.

ARTICLE 43

WAGES

Section 43.1 Following are the wage schedules for all positions covered by this Agreement between January 1, 2020 and December 31, 2022. Placement on the salary schedule will be established per Section 43.5 below. Movement to subsequent steps will occur annually on the first day of the month containing the bargaining unit member’s current position hire date.

Effective January 1, 2020, 2019 wage scales shall be increased by three percent (3%) ATB
Effective January 1, 2021, 2020 wage scales shall be increased by three percent (3%) ATB
Effective January 1, 2022, 2021 wage scales shall be increased by three percent (3%) ATB

January 1, 2020 – December 31, 2020

Job Type: **Associate Staff***

Effective January 1, 2020, in addition to the ATB increase, 2019 grid shall reflect a one percent (1%) market increase to this job classification. Market before ATB. Effective January 1, 2021, in addition to the ATB increase, the 2020 salary grid will reflect a one percent (1%) market increase to this job classification. Market before ATB.

Entry	2	3	4	5	6
40,974	42,796	44,617	46,438	48,260	50,080

Job Type: **Senior Printer**

Entry	2	3	4	5	6
46,683	48,792	50,835	52,912	54,986	57,060

Job Type: **Computer Desktop Support**

Entry	2	3	4	5	6
51,077	52,777	54,482	56,184	57,886	59,589

Job Type: **Council Representative/Member Connection Representative**

Effective January 1, 2020, in addition to the ATB increase, 2019 grid shall reflect a two percent (2%) market increase to this job classification. Market before ATB. Effective January 1, 2021, in addition to the ATB increase, the 2020 salary grid will reflect a one percent (1%) market increase to this job classification. Market before ATB.

Entry	2	3	4	5	6
55,718	57,452	59,192	60,927	62,665	64,401

Job Type: **Lead Council Representative**

Effective January 1, 2020, in addition to the ATB increase, 2019 grid shall reflect a two percent (2%) market increase to this job classification. Market before ATB. Effective January 1, 2021, in addition to the ATB increase, the 2020 salary grid will reflect a one percent (1%) market increase to this job classification. Market before ATB.

Entry	2	3	4	5	6
59,617	61,473	63,334	65,193	67,050	68,909

Job Type: **Strategic Alliance Coordinator**

Entry	2	3	4	5	6
56,024	57,705	59,437	61,220	63,056	64,948

Job Type: **Database Specialists, VMO Coordinator and Legislative and Political Action Field Coordinators**

Entry	2	3	4	5	6
55,819	58,011	60,201	62,394	64,584	66,779

Job Type: **Coordinator of PERC Activities**

Entry	2	3	4	5	6
63,632	66,132	68,631	71,130	73,626	76,128

Job Type: **Labor Advocate**

Entry	2	3	4	5	6
84,818	87,618	90,509	93,496	96,581	99,794

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Job Type: **Journey Organizer**

Effective January 1, 2020, in addition to the ATB increase, 2019 grid shall reflect a five percent (5%) market increase to this job classification. Market before ATB.

Entry	6 months	12 months	18 months	24 months	30 months	36 months
62,408	64,271	66,133	67,996	69,859	71,722	73,585

Job Type: **Organizer**

Effective January 1, 2020, in addition to the ATB increase, 2019 grid shall reflect a five percent (5%) market increase to this job classification. Market before ATB.

Entry	6 months	12 months	18 months	24 months	30 months
49,678	51,541	53,403	55,267	57,129	58,993

Job Type: **Organizer-in-Training**

Effective January 1, 2020, in addition to the ATB increase, 2019 grid shall reflect a five percent (5%) market increase to this job classification. Market before ATB.

Entry	6 months
39,743	40,985

Job Type: **Maintenance Custodian**

Entry	2
38,298	39,447

*Associate Staff are bargaining unit members who by virtue of their assigned responsibilities perform the duties necessary to assist in the administration of the business of the WFSE.

January 1, 2021 – December 31, 2021

Job Type: **Associate Staff***

Entry	2	3	4	5	6
42,626	44,521	46,416	48,309	50,204	52,098

Job Type: **Senior Printer**

Entry	2	3	4	5	6
48,084	50,256	52,360	54,499	56,636	58,772

Job Type: **Computer Desktop Support**

Entry	2	3	4	5	6
52,609	54,361	56,116	57,870	59,623	61,376

Job Type: **Council Representative/Member Connection Representative**

Entry	2	3	4	5	6
57,963	59,767	61,577	63,383	65,191	66,996

Job Type: **Lead Council Representative**

Entry	2	3	4	5	6
62,020	63,950	65,887	67,820	69,752	71,686

Job Type: **Strategic Alliance Coordinator**

Entry	2	3	4	5	6
57,705	59,436	61,220	63,056	64,948	66,897

Job Type: **Database Specialists, VMO Coordinator and Legislative and Political Action Field Coordinators**

Entry	2	3	4	5	6
57,493	59,751	62,007	64,266	66,522	68,782

Job Type: **Coordinator of PERC Activities**

Entry	2	3	4	5	6
65,541	68,116	70,690	73,264	75,835	78,412

Job Type: **Labor Advocate**

Entry	2	3	4	5	6
87,363	90,247	93,224	96,301	99,478	102,787

Job Type: **Journey Organizer**

Entry	6 months	12 months	18 months	24 months	30 months	36 months
64,280	66,200	68,117	70,036	71,955	73,873	75,793

Job Type: **Organizer**

Entry	6 months	12 months	18 months	24 months	30 months
51,168	53,087	55,005	56,925	58,843	60,762

Job Type: **Organizer-in-Training**

Entry	6 months
40,935	42,214

Job Type: **Maintenance Custodian**

Entry	2
39,447	40,630

*Associate Staff are bargaining unit members who by virtue of their assigned responsibilities perform the duties necessary to assist in the administration of the business of the WFSE.

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January 1, 2022 – December 31, 2022

Job Type: **Associate Staff***

Entry	2	3	4	5	6
43,904	45,856	47,808	49,759	51,711	53,661

Job Type: **Senior Printer**

Entry	2	3	4	5	6
49,526	51,763	53,931	56,134	58,335	60,535

Job Type: **Computer Desktop Support**

Entry	2	3	4	5	6
54,187	55,991	57,800	59,606	61,411	63,218

Job Type: **Council Representative/Member Connection Representative**

Entry	2	3	4	5	6
59,702	61,560	63,425	65,284	67,146	69,006

Job Type: **Lead Council Representative**

Entry	2	3	4	5	6
63,881	65,869	67,863	69,855	71,845	73,836

Job Type: **Strategic Alliance Coordinator**

Entry	2	3	4	5	6
59,436	61,220	63,056	64,948	66,896	68,903

Job Type: **Database Specialists, VMO Coordinator and Legislative and Political Action Field Coordinators**

Entry	2	3	4	5	6
59,218	61,543	63,868	66,194	68,517	70,846

Job Type: **Coordinator of PERC Activities**

Entry	2	3	4	5	6
67,508	70,160	72,811	75,462	78,110	80,765

Job Type: **Labor Advocate**

Entry	2	3	4	5	6
89,984	92,954	96,021	99,190	102,463	105,871

Job Type: **Journey Organizer**

Entry	6 months	12 months	18 months	24 months	30 months	36 months
66,209	68,186	70,160	72,137	74,114	76,090	78,067

Job Type: **Organizer**

Entry	6 months	12 months	18 months	24 months	30 months
52,703	54,680	56,656	58,633	60,608	62,585

Job Type: **Organizer-in-Training**

Entry	6 months
42,163	43,480

Job Type: **Maintenance Custodian**

Entry	2
40,631	41,849

*Associate Staff are bargaining unit members who by virtue of their assigned responsibilities perform the duties necessary to assist in the administration of the business of the WFSE.

Section 43.2 Organizer-in-Training will automatically advance to Organizer after one (1) year.

Section 43.3 Organizer will automatically advance to Journey Organizer after twenty four (24) months unless the employee chooses not to. Organizers hired at a higher level than the entry level will advance at 6 month increments and be promoted accordingly.

Section 43.4 The above salary for Organizer-in-Training, Organizers, and Journey Organizers is considered full compensation for all hours worked. Any additional compensation for hours worked over 40 in a workweek will be paid in accordance with Article 21.4 – Hours of Work and Overtime for Nonscheduled Staff.

Section 43.5 The entrance salary for new employees hired into the bargaining unit will be the minimum salary step of the schedule unless the Executive Director has authorized a higher entrance salary step. The salary for permanent bargaining unit employees who move to a job type with a higher salary will be at the salary step on the new job type that is at least five percent (5%) higher than the current salary step unless the Executive Director authorizes a higher salary step.

Section 43.6 A bargaining unit member assigned to perform the full scope of higher-level work for at least one (1) full workday will be compensated at the entry step of the salary of the higher-level work. If the bargaining unit member’s current salary is equal to or greater than the entry step of the salary of the higher-level work, then the bargaining unit member will be compensated at the next step of the salary schedule of the higher-level work.

Section 43.7 In the case where a bargaining unit member’s current salary exceeds the maximum amount of the salary range for their job type, the bargaining unit member will continue to be compensated at their current rate until such time as the employee vacates the position or their salary falls within the salary range for their job type.

Section 43.8 GEOGRAPHIC PAY Bargaining unit members assigned to the Seattle Field Office will receive an additional two percent (2%) of their wage during the first year of this contract and two percent (2%) of their wage the second year.

ARTICLE 44

LONGEVITY PAY

Section 44.1 Longevity pay is intended to recognize long-term bargaining unit members for their valuable service to the Federation. In each year, beginning with the eighth (8th) year of employment, a bargaining unit member will receive, on the anniversary of their WFSE hire date, a single payment of two hundred fifty dollars (\$250). In each year, beginning with the tenth (10th) year of employment, a bargaining unit member will receive, on the anniversary of their WFSE hire date, a single payment of five hundred dollars (\$500). In each year, beginning with the fifteenth (15th) year of employment, a bargaining unit member will receive, on the anniversary of their WFSE hire date, a single payment of seven hundred fifty dollars (\$750).

Section 44.2 WFSE agrees to investigate the feasibility of providing early retirement incentives to bargaining unit members.

ARTICLE 45

SUCCESSOR

Section 45.1 WFSE agrees that in the event of a merger or consolidation the terms and conditions of this Basic Agreement will continue to apply to the successor. It is the intent of the parties that the terms and conditions will be binding upon the successor.

ARTICLE 46

SAVINGS CLAUSE

Section 46.1 Should any Article, Section, or portion thereof be held unlawful or invalid by any Court or Board of competent jurisdiction, such decision will apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon issuance of such a decision, the parties agree to hold themselves available to negotiate a substitute for the invalidated Article, Section, or portion thereof. The remaining parts of provisions will remain in full force and effect.

ARTICLE 47

TERM OF AGREEMENT

Section 47.1 This Agreement will be effective January 1, 2020 and remains in effect through December 31, 2022.

Section 47.2 The Agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statements will add to or supersede any of its provisions.

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – WFSE

Section 47.3 WFSE and the Union, for the duration of this Agreement, each agrees to waive its right to oblige the other party to engage in collective bargaining.

Section 47.4 Either party must give notice in writing at least sixty (60) days, but no more than one hundred-twenty (120) days, prior to the expiration date of this Agreement of its intent to bargain.

EXECUTED at Seattle, Washington this _____ day of _____ 2020.

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL NO. 8,
AFL-CIO

WASHINGTON FEDERATION OF
STATE EMPLOYEES

By Ida Kovacic
Ida Kovacic, Union Representative

By Leanne Kunze
Leanne Kunze, Executive Director

By Suzanne Mode
Suzanne Mode, Business Manager

By Ben McDonald
Ben McDonald, Human Resources Director

By Joan Ahl
Joan Ahl, Bargaining Committee

By Dawn Dearing
Dawn Dearing, Bargaining Committee

By Nikki Dias
Nikki Dias, Bargaining Committee

By Mark Hamilton
Mark Hamilton, Bargaining Committee

By Laura Hartless
Laura Hartless, Bargaining Committee

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – WFSE

By 

Kaite Mark, Bargaining Committee

By 

Ben Peterson, Bargaining Committee

By 

Danielle Rau, Bargaining Committee

By 

Robyn Steacy, Bargaining Committee

**Memorandum of Agreement
Between
Office and Professional Employees International Union Local 8
And
Washington Federation of State Employees
COVID-19 Emergency Response**

This Memorandum of Agreement between OPEIU 8 (hereafter "Union") and the Washington Federation of State Employees (hereafter "Employer") is entered into as a result of the COVID-19 Pandemic.

The parties agree, by reference, to the Employer's emergency COVID-19 policy dated March 3, 2020, and revised policy dated May 13, 2020.

Additionally, employees may apply for paid leave under The Families First Coronavirus Response Act (FFCRA). Employees who apply for this leave will be allowed to supplement their FFCRA leave with Shared Leave and/or their own accrued paid time.

All paid time through WFSE payroll, as referenced in this MOA and the emergency COVID-19 policy, will be considered paid status for the purposes of wages and benefits as provided in the CBA.

This is a temporary arrangement, based on emergency and will not set precedent.

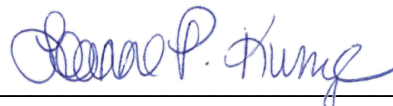
This Memorandum shall be subject to review and renewal 90 days from the date of execution.

EXECUTED in Washington this 13th day of May 2020.

UNION



EMPLOYER



Leanne Kunze, Executive Director
WFSE/AFSCME Council 28