



# Collective Bargaining Agreement

Between  
**Thurston Conservation District**  
And  
**The Washington Federation of  
State Employees**



Effective January 1, 2022 through December 31, 2024

**Washington Federation of State Employees  
2022-2024**

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**PREAMBLE**

This Agreement is entered into by and between the Board of Supervisors of The Thurston Conservation District, hereafter referred to as the "District," and the Washington Federation of State Employees (WFSE), AFSCME Council 28, AFL-CIO, hereafter referred to as the "Union."

In implementing this Agreement, a harmonious working relationship between the parties, based on the principles of collaboration and mutual respect, will best help the achievement of common objectives. It is the intent of the parties to support the mission of The District with a commitment to collaboration, honesty, mutual respect, and fair treatment to all employees, as well as the promotion of environmental sustainability in the delivery of high quality, efficient services to Thurston County. The parties recognize the value of employees, the work they perform, and the contributions they make to the District. This Agreement specifies wages, hours, and other terms and conditions of employment, and provides methods for prompt and fair resolution of differences.

**ARTICLE 1**  
**UNION RECOGNITION**

**A.1** Thurston Conservation District recognizes the Union as the exclusive bargaining representative for collective negotiations on personnel matters including wages, hours, and working conditions regarding the employees described as follows:

*All full-time and regular part-time non-supervisory employees of the Thurston Conservation District, excluding confidential employees, and all other employees.*

**1.2** This Agreement covers the employees in the bargaining unit described above.

**1.3** If the Public Employment Relations Commission (PERC) certifies the Union as the exclusive bargaining representative during the term of this Agreement for a bargaining unit for any other conservation districts for which the Washington State Conservation Commission is the coordinating state agency for, the terms of this Agreement will apply.

**ARTICLE 2**  
**ANTI-DISCRIMINATION**

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

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

1  
2 **2.3** Both parties agree that unlawful harassment will not be tolerated.

3  
4 **2.4** Both parties agree that nothing in this Agreement will prevent the implementation of an  
5 approved affirmative action plan.

6  
7 **2.5** Both parties agree that nothing in this Agreement will prevent an employee from filing a  
8 complaint with the Washington State Human Rights Commission, Office of Civil Rights,  
9 or the Equal Employment Opportunities Commission.

10  
11 **ARTICLE 3**  
12 **WORKPLACE BEHAVIOR**  
13

14 **3.1** The District and the Union agree that all employees should work in an environment that  
15 fosters mutual respect and professionalism. The parties agree that inappropriate behavior  
16 in the workplace does not promote a District's business, employee well-being, or  
17 productivity. All employees are responsible for contributing to such an environment and  
18 are expected to treat others with courtesy and respect.

19  
20 **3.2** Inappropriate workplace behavior by employees, Supervisors, managers, and clients will  
21 not be tolerated. If an employee and/or the employee's Union representative believes the  
22 employee has been subjected to inappropriate workplace behavior, the employee and/or  
23 the employee's representative is encouraged to report this behavior to the District  
24 Executive Director and/or the Union. If the inappropriate workplace behavior involves  
25 the District Executive Director, an employee and/or the employee's Union representative  
26 will report this behavior to the Union and/or the Finance and Administration Manager,  
27 who will inform the Board of Supervisors if unable to resolve. An employee or the  
28 employee's representative should identify complaints as inappropriate workplace  
29 behavior. The District will investigate the reported behavior and take appropriate action  
30 as necessary per District policy. The employee and/or Union representative will be  
31 notified upon conclusion of the investigation. The District will provide the employee and  
32 the Union representative with a copy of the investigation report.

1  
2  
3 **3.3** Retaliation against employees who make a workplace behavior complaint will not be  
4 tolerated.

5  
6 **3.4** The District and the Union may agree to joint training on workplace behavior for all  
7 employees.

8  
9 **3.5** An employee who is subjected to disrespectful or hostile treatment during a work  
10 meeting is encouraged to notify meeting members and withdraw from the meeting, if  
11 needed. The employee will not be subject to discipline for taking this action. In addition,  
12 the employee may request a meeting with the Executive Director to discuss expectations  
13 for future meeting facilitation, ground rules, and participation expectations in order to  
14 assure fair and professional conduct.

15  
16 **ARTICLE 4**  
17 **UNION RIGHTS AND ACTIVITIES**  
18

19 **4.1 Right to Representation**

20 An employee has the right to representation at all levels on any matter adversely affecting  
21 the employee's conditions of employment. The exercise of this right shall not  
22 unreasonably delay or postpone a meeting. Representation will not apply to discussions  
23 with an employee in the normal course of duty, such as giving instructions, assigning  
24 work, informal discussions, delivery of paperwork, staff or work unit meetings or other  
25 routine communications with an employee.

26  
27 **4.2 Staff Representatives**

28 A. The Union will provide the District with a written list of staff representatives assigned  
29 to the District. The Union will provide written notice to the District of any changes  
30 within thirty (30) calendar days of the changes.

31 B. Staff representatives will have access to the District's offices or facilities within their  
32 jurisdiction to carry out representational activities.

C. The District's written Board or administrative policies pertaining to employees represented by the Union will be made available to staff representatives.

#### **4.3 Union Stewards**

##### **A. Steward List**

The Union will provide the District with a written list of current Union stewards. The District will not recognize an employee as a Union steward if the employee's name does not appear on the list.

##### **B. Release Time**

Union stewards will be granted a reasonable amount of time during their core hours of work to investigate and process grievances in accordance with Article 7, Grievance Procedure. In addition, Union stewards will be released during their core hours of work to prepare for and attend meetings within the bargaining unit and District for the following representational activities:

1. Investigatory interviews and pre-disciplinary meetings in accordance with Article 8, Discipline;
2. Union-Management Committee meetings and Union-Management Committee pre-meetings in accordance with Article 10, Union-Management Committee;
3. Informal grievance resolution meetings, grievance meetings, alternative dispute resolution meetings, or arbitration hearings in accordance with Article 7, Grievance Procedure; and
4. In accordance with Section 5.9, New Employee Orientation.

##### **C. Steward Mentoring**

A second shop steward may observe representational activities specified in Section 4.3.B.1 and Section 4.3.B.3 above for the purpose of mentoring and training. The WFSE will provide written notice of the Union steward's name to Human Resource Services prior to the training.

##### **D. Notification**

The Union steward will notify the supervisor before attending any meeting or hearing during the steward's core hours of work. All notifications must include the



approximate amount of time the steward expects the activity to take. District business requiring the Union steward's immediate attention will be completed prior to the steward attending the meeting or hearing. Union stewards will suffer no loss in pay for attending meetings and hearings that are scheduled during the Union steward's core hours of work. Attendance at meetings or hearings during the Union steward's non-work hours will not be considered as time worked.

If the amount of time a Union steward spends performing representational activities is unreasonably affecting the steward's ability to accomplish assigned duties, the District will notify and discuss the concerns with the steward, the Chief Steward and the Council Representative.

#### **4.4 Employees**

##### **A. Release Time**

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

1. Informal grievance resolution meetings, grievance meetings, alternative dispute resolution meetings, or arbitration hearings in accordance with Article 7, Grievance Procedure, and held during the employee's core hours of work;
2. Subpoenaed Witnesses in an Arbitration and Unfair Labor Practices:
  - a. When an employee is subpoenaed as a witness on behalf of the Union in arbitration and unfair labor practice cases, the employee will not be required to use paid leave time for an appearance occurring during the employee's core work hours.
3. Investigatory interviews and/or pre-disciplinary meetings in accordance with Article 8, Discipline; and
4. Negotiations in accordance with Article 15, Mandatory Subjects.

##### **B. Notification**

The employee will notify their supervisor before attending any meeting or hearing during the employee's core hours of work. All notifications must include the approximate

amount of time the employee expects the activity to take. District business requiring the employee's immediate attention must be completed prior to the employee attending the meeting or hearing. Employees will suffer no loss in pay for attending meetings and hearings that are scheduled during the employee's core hours of work. Attendance at meetings or hearings during the employee's non-work hours will not be considered as time worked.

If the amount of time an employee spends preparing for or attending meetings or hearings is unreasonably affecting the employee's ability to accomplish assigned duties, the District will notify and discuss the concerns with the employee, the Chief Steward and the Council Representative.

#### **4.5 Use of District Facilities, Resources, and Equipment**

##### **A. Meeting Space and Facilities**

The District's facilities may be used by the Union to hold meetings in accordance with District policy, availability of the space, and with prior notice to the District.

##### **B. Supplies and Equipment**

The Union and employees shall not use District -purchased supplies or equipment to conduct internal Union business.

##### **C. E-mail, Fax Machines, and the Internet**

Employees may use District-owned e-mail to request Union representation. Union representatives and stewards may use District owned/operated equipment to communicate with the affected employees and/or the District for the purpose of administration of this Agreement to include electronic transmittal of grievances and responses in accordance with Article 7, Grievance Procedure. It is the responsibility of the sending party to ensure the material is received.

D. The Union and its shop stewards will not use the above-referenced District equipment for any purpose prohibited by the Washington State Executive Ethics Board. Communication that occurs over district-owned equipment is the property of the District and may be subject to public disclosure.

#### **4.6 Bulletin Boards**

1 The District will provide a designated bulletin board and space for the bulletin boards for  
2 Union communication. Material posted on a bulletin board will be appropriate to the  
3 workplace, politically non-partisan, in compliance with state ethics laws, and clearly  
4 identified as Union literature. Union information shall not be posted or otherwise  
5 disseminated at any other location in the worksite.

#### 7 **4.7 Time Off for Union Activities**

- 8 A. Union-designated employees may request to be allowed time off without pay to attend  
9 Union-sponsored meetings, training sessions, conferences, and conventions, and such  
10 requests will be granted, provided the absence of the employee(s) does not unreasonably  
11 interfere with the operating needs of the District. If the requested absence is approved,  
12 employees may use leave, such as personal holiday or accrued vacation leave, or leave  
13 without pay.
- 14 B. The Union will give the District a written list of the names of the employees it is  
15 requesting to attend the above-listed activities, at least fourteen (14) calendar days prior  
16 to the activity.

#### 18 **4.8 Temporary Employment with the Union**

19 With thirty (30) calendar days' notice, unless agreed otherwise, employees may be  
20 granted leave without pay to accept temporary employment with the Union for a  
21 specified duration, not to exceed thirty (30) days, provided the employee's time off will  
22 not unreasonably interfere with the operating needs of the District as determined by  
23 management. The parties may agree to an extension of leave without pay up to an  
24 additional six (6) months. The returning employee will be employed in the same or a  
25 comparable position.

#### 27 **4.9 WFSE Council President and Vice-President (If Employed by the District)**

##### 28 A. Leave of Absence

29 Upon request of the Union, the District will grant leave with pay for the WFSE Council  
30 President and Vice-President for their term of office. The Union will give the District at  
31 least thirty (60) calendar days prior notice, unless otherwise agreed to in writing. The

1 Union will reimburse the District for the “fully burdened costs of the positions” the  
2 District incurs as a result of placing the Council President and Vice-President on leave  
3 with pay during the period of absence. The Union will reimburse the District by the 20<sup>th</sup>  
4 of each month for the previous month.

5  
6 **B. Leave Balances**

7 The President and Vice-President will accrue vacation and sick leave during the period of  
8 absence; however, when the President and Vice-President return to District service their  
9 leave balances will not exceed their leave balances on the date the period of absence  
10 commenced. If the President or Vice-President retire or separate from District service at  
11 the end of the period of absence, their leave balances will not exceed their leave balances  
12 on the date the period of absence commenced. Reporting of leave will be submitted to  
13 the District. All leave requests will be submitted within the required time limits.

14  
15 **C. Indemnification**

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

21  
22 **D. Return Rights**

23 The President and Vice-President will have the right to return to the same or a  
24 comparable position, provided such position is vacant or occupied by a temporary  
25 employee, and provided such reemployment is not in conflict with other articles in this  
26 Agreement. The employee and the District may enter into a written agreement regarding  
27 return rights prior to the commencement of the leave.

28  
29 **4.10 Master Agreement Negotiations-Release Time**

30 The Union will provide the District a written list of the employees serving on the master  
31 agreement negotiations team in accordance with Section 4.8 B, above.

1  
2 The District will approve paid release time for formal negotiation sessions for up to three  
3 (3) Union team members.

4 A. Subject Matter Experts

5 Either party may invite subject matter experts to present information during formal  
6 negotiation sessions when pertinent topics are under negotiations for a time period agreed  
7 to by the parties. The Union will provide the District with the names of the employee  
8 subject matter experts seven (7) calendar days prior to the identified negotiation  
9 session(s), unless mutually agreed otherwise. The District will release the Union-selected  
10 subject matter experts to attend formal negotiations if their absence(s) does not cause a  
11 disruption of work or impact operations. The District may approve compensatory time,  
12 vacation time, personal holiday, personal leave, or leave without pay for the subject  
13 matter expert to attend negotiation sessions, or at the discretion of the supervisor an  
14 employee may adjust their work schedule to present as a subject matter expert in  
15 negotiations. Attendance at the formal negotiations session(s) during the employee  
16 subject matter expert's non-work time will not be compensated for nor considered time  
17 worked.

18 B. Confidentiality/Media Communication

19 Formal negotiations sessions will be closed to the press and the public unless agreed  
20 otherwise by the Chief Negotiators. No proposal will be placed on the parties' websites  
21 or other public places such as bulletin boards. The parties are not precluded from  
22 communicating with their respective constituencies about the status of negotiations while  
23 they are taking place. There will be no public disclosure or public discussion of the  
24 issues being negotiated until resolution is reached on all issues submitted for  
25 negotiations.

26  
27 **ARTICLE 5**  
28 **HIRING AND APPOINTMENTS**  
29

30 **5.1 Filling Positions**

31 The District will determine when a position will be filled, the type of appointment to be  
32 used when filling the position, and the knowledge, skills, and abilities necessary to

1 perform the duties of the specific position. The District shall determine whether a  
2 position will be filled on a full-time or part-time basis. Consideration will be limited to  
3 individuals who have the knowledge, skills, abilities, and qualifications required for the  
4 position.

## 6 **5.2 Types of Positions**

7 A. Employee: A person occupying a position and who is paid a salary or wage for  
8 services rendered. A new employee must provide necessary documentation to  
9 comply with Federal Law (I-9) within 3 days of employment.

10 B. Regular Employee: Any employee who has been appointed to continuous year-round  
11 employment and receives employment benefits.

12 C. Temporary Employee: Any seasonal, limited term, project, or emergency employee  
13 hired for usually less than one year and who is not eligible for employment benefits.  
14 If employment continues for 12 consecutive months with compensated hours  
15 exceeding 70 hours every month, the temporary employee automatically becomes a  
16 Regular Employee.

17 D. Exempt Employee: An employee who is paid a fixed salary, rather than an hourly  
18 wage, and whose duties meet the criteria for exclusion from the state and federal  
19 overtime wage requirements.

20 E. Non-Exempt Employee: An employee who, because of their duties or hourly status, is  
21 entitled to overtime and comp time compensation.

## 23 **5.3 Recruitment of Candidates**

24 The hiring process begins when a need for an employee is identified, whether by a  
25 vacancy or as a result of a program enhancement.

26 A. The job description is reviewed or established and the position announcement is  
27 developed. Advertising may be conducted using various means to solicit candidate  
28 applications. The District will ensure diversity, equity and inclusion is included in  
29 their hiring process.

30 B. A District Application form shall be obtained from all interested parties. Interviews  
31 may be conducted in a manner set forth by the Executive Director of the District.

1 C. A copy of the offer letter together with the completed application will be filed in the  
2 Accounting Department as the beginning of the new employee's personnel file.  
3 Accounting will prepare a payroll action form for appropriate approvals.  
4  
5

#### 6 **5.4 Opportunities for Bargaining Unit Applicants**

7 The District recognizes the importance of creating and maintaining opportunities for  
8 career advancement for qualified bargaining unit employees. When a bargaining unit  
9 position becomes available that the District intends to fill, if there are qualified  
10 bargaining unit applicants for the position, the District will invite them to participate in  
11 the initial interviews.  
12

#### 13 **5.5 Movement**

- 14 A. Prior to certifying candidates for a vacancy, the District may grant a transfer,  
15 voluntary demotion or elevation as long as the permanent employee possesses the  
16 skills and abilities for the position.
- 17 B. Employees desiring a transfer, voluntary demotion or elevation may initiate a written  
18 request to the District Executive Director
- 19 C. Candidates interviewed will be notified of the hiring decision
- 20 D. Additionally, employees who are interested in a transfer, voluntary demotion or  
21 elevation may apply in accordance with section 5.3 above.  
22

#### 23 **5.6 Permanent Status**

24 An employee, other than those designated as temporary, will attain permanent status in  
25 their position upon successful completion of their probationary period.  
26

#### 27 **5.7 Probationary Period**

28 The Probationary Period for employees will be ninety (90) days of continuous  
29 employment from the date on which an employee starts in their position. The District  
30 may extend a probationary period as long the extension does not cause the total review  
31 period to exceed six (6) months. If a probationary period is extended, a written

1 explanation of the reason for the extension will be provided to the employee. If the  
2 extension is based on performance issues, the employee will be given a performance  
3 improvement plan.  
4

## 5 **5.8 Temporary Employees**

6 A. Prior to the start of a temporary appointment the Temporary Employee will be  
7 notified in writing of the conditions of their appointment including:

8 a. The Employee's date of hire

9 b. The anticipated duration of their appointment

10 B. If a Temporary Employee's appointment ends earlier, or is not renewed, the District  
11 will notify the employee as soon as practicable, but not less than ten (10) working  
12 days before their appointment ends. If an employee does not receive notice in a  
13 timely manner, they shall receive eight (8) hours at the overtime rate for every day the  
14 notice is delayed.

15 C. Temporary Employees who become Regular Employees in accordance with 5.2C will  
16 not have to complete another probationary period.

17 D. Permanent Employees who accept a temporary appointment within the district will  
18 have the right to return to their permanent position, or one similar once the temporary  
19 appointment ends.  
20

## 21 **5.9 New Employee Orientation**

22 A. When new employees are hired, the Union will be given an opportunity to have a  
23 Union representative speak to the new employees during their orientation for at least  
24 thirty (30) minutes to provide information about the Union and this Agreement. The  
25 District will provide notice to the Union's Council Representative and the Chief  
26 Steward of a new employee's hire at the same time the new employee is given their  
27 appointment letter.  
28

## 29 **ARTICLE 6** 30 **UNION DEDUCTIONS AND STATUS REPORTS** 31 32



## 6.1 Notification to Employees

The District will inform new, transferred, promoted, or demoted employees in writing prior to appointment into positions included in the bargaining unit of the Union's exclusive representation status. Upon appointment to a bargaining unit position, the District will furnish the employees with membership materials provided by the Union. The District will inform employees in writing if they are subsequently appointed to a position that is not in a bargaining unit.

## 6.2 Union Deduction

- A. Within thirty (30) days from when the Union provides written notice of employee's authorization for deduction in accordance with the terms and conditions of their signed membership card, the District will deduct from the employee's salary an amount equal to the dues required to be a member of the Union. The District will provide payments for the deductions to the Union at the Union's official headquarters each pay period.
- B. Forty-five (45) calendar days prior to any change in dues, the Union will provide the District the percentage and maximum dues to be deducted from the employee's salary.

## 6.3 Voluntary Deductions

### A. People

The District agrees to deduct from the wages of any employee who is a member of the Union deduction for the PEOPLE program. Written authorizations must be requested in writing by the employee and may be revoked by the employee at any time by giving written notice to both the District and the Union. The District agrees to remit electronically, on each state payday, any deductions made to the Union together with an electronic report showing:

- a. Employee name;
- b. Amount deducted for P.E.O.P.L.E.
- c. Deduction code.

### B. Trustmark Universal Life Insurance with Long Term Care

The District agrees to deduct from the wages of an employee who is a member of the Union deductions for the Trustmark Universal Life Insurance with Long Term Care. Written authorizations must be provided. Authorizations may be revoked by the employee at any time by giving written notice to the District. The District agrees to remit electronically, on each state payday, any deductions made to Trustmark together with an electronic report showing:

- a. Employee name;
- b. Amount deducted for Trustmark
- c. Deduction code.

#### **6.4 Status Reports**

A. No later than the tenth (10<sup>th</sup>) of each month, the District will provide the Union with a report in an electronic format of the following data, if maintained by the District, for employees in the bargaining unit:

- a. Employee name;
- b. Unique employee identification number and last four digits of social security number;
- c. Work phone number;
- d. Work e-mail address (if available);
- e. Position title;
- f. Appointment date;
- g. Pay scale group;
- h. Pay scale level;
- i. Employment percent;
- j. Seniority date;
- k. Separation date;
- l. Total salary from which union dues is calculated;
- m. Deduction amount;
- n. Overtime eligibility designation.

B. Information provided pursuant to this Section will be maintained by the Union in confidence according to the law.

C. The Union will indemnify the District for any violations of employee privacy committed by the Union pursuant to this Section.

#### **6.5 Revocation**

An employee may revoke their authorization for payroll deduction of payments to the Union by written request to the Union in accordance with the terms and conditions of their signed membership card. Upon receipt by the District of confirmation from the Union that the terms of the employee's authorization for payroll deduction revocation have been met, every effort will be made to end the deduction effective on the first payroll, and not later than the second payroll.

#### **6.6 Indemnification**

The Union agrees to indemnify and hold the District harmless from all claims, demands, suits or other forms of liability that arise against the District for or on account of compliance with this Article and any and all issues related to the deduction of dues or fees.

### **ARTICLE 7 GRIEVANCE PROCEDURE**

#### **7.1 Objective**

The Union and the District agree that it is in the best interest of all parties to resolve disputes at the earliest opportunity and at the lowest level. The Union and the District encourage problem resolution between employees and management and are committed to assisting in resolution of disputes as soon as possible. In the event a dispute is not resolved in an informal manner, this Article provides a formal process for resolution.

#### **7.2 Terms and Requirements**

##### **A. Grievance Definition**

A grievance is an allegation by an employee or a group of employees that there has been a violation, misapplication, or misinterpretation of this Agreement, which occurred

1 during the term of this Agreement. The term "grievant" as used in this Article includes  
2 the term "grievants."

3  
4 **B. Filing a Grievance**

5 Grievances may be filed by the Union on behalf of an employee or on behalf of a group  
6 of employees.

7  
8 **C. Computation of Time**

9 The time limits in this Article must be strictly adhered to unless mutually modified in  
10 writing. Days are calendar days, and will be counted by excluding the first day and  
11 including the last day of timelines. When the last day falls on a Saturday, Sunday or  
12 holiday, the last day will be the next day which is not a Saturday, Sunday or holiday.  
13 Transmittal of grievances, appeals and responses will be in writing, and timelines will  
14 apply to the date of receipt, not the date of postmarking. Grievances, appeals, and  
15 responses may also be submitted electronically.

16  
17 **D. Failure to Meet Timelines**

18 Failure by the Union to comply with the timelines will result in the automatic withdrawal  
19 of the grievance. Failure by the District to comply with the timelines will result in the  
20 District granting the requested remedies.

21  
22 **E. Contents**

23 The written grievance must include the following information:

- 24 a. A statement of the pertinent facts surrounding the nature of the grievance;  
25 b. The date upon which the incident occurred;  
26 c. The specific article and section of the Agreement violated;  
27 d. The steps taken to informally resolve the grievance and the individuals involved  
28 in the attempted resolution;  
29 e. The specific remedy requested;  
30 f. The name of the grievant, or the group if it is a group grievance; and  
31 g. The name and signature of the Union representative.

1  
2 Failure by the Union to describe the steps taken to informally resolve the grievance at the  
3 time of filing will not be the basis for invalidating the grievance.  
4

5 F. Resolution

6 If the District provides the requested remedy or a mutually agreed-upon alternative, the  
7 grievance will be considered resolved and may not be moved to the next step.  
8

9 G. Withdrawal

10 A grievance may be withdrawn at any time.  
11

12 H. Resubmission

13 If terminated, resolved or withdrawn, a grievance cannot be resubmitted.  
14

15 I. Pay

16 Release time will be provided to grievants and union stewards in accordance with Article 4,  
17 Union Rights and Activities.  
18

19 J. Consolidation

20 The District may consolidate grievances arising out of the same set of facts.  
21

22 K. Bypass

23 Any of the steps in this procedure may be bypassed with mutual written consent of the  
24 parties involved at the time the bypass is sought.  
25

26 L. Grievance Files

27 Written grievances and responses will be maintained separately from the personnel files  
28 of the employees.  
29

30 **7.3 Filing and Processing**

31 A. Filing

1 A grievance must be filed within thirty (30) days of the occurrence giving rise to the  
2 grievance or the date the grievant knew or could reasonably have known of the  
3 occurrence. This thirty (30) day period will be used to attempt to informally resolve the  
4 dispute.

5  
6 **B. Alternative Resolution Methods**

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

12  
13 **C. Processing**

14 **Step 1 - Executive Director of Designee**

15 If the issue is not resolved informally, the Union may present a written grievance to the  
16 District's Executive Director or designee within the thirty (30) day period described  
17 above. The Executive Director or designee will meet or confer by telephone with a  
18 Union steward and/or Union staff representative and the grievant within fifteen (15)  
19 days of receipt of the grievance, and will respond in writing to the Union within  
20 fifteen (15) days after the meeting.

21  
22 **Step 2 – Mediation**

23 If the grievance is not resolved at Step 1, the Union may file a request for mediation  
24 with the Public Employment Relations Commission (PERC) in accordance with  
25 [WAC 391-55-020](#), with a copy to district's Executive Director within thirty (30) days  
26 of receipt of the Step 1 decision. In addition to all other filing requirements, the  
27 request must include a copy of the grievance and responses.

28  
29 **Step 3 - Arbitration:**

30 If the grievance is not resolved at Step 2, the Union may file a request for arbitration.  
31 The demand to arbitrate the dispute must be filed with the American Arbitration

1 Association (AAA) within thirty (30) days of the Union's receipt of the Step 3  
2 response.

3  
4 D. Selecting an Arbitrator

5 The parties will select an arbitrator by mutual agreement or by alternately striking  
6 names supplied by the AAA, and will follow the Labor Arbitration Rules of the  
7 AAA unless they agree otherwise in writing.

8  
9 E. Authority of the Arbitrator

10 The arbitrator will:

- 11 a. Have no authority to rule contrary to, add to, subtract from, or modify  
12 any of the provisions of this Agreement;  
13 b. Be limited in his or her decision to the grievance issue(s) set forth in the  
14 original written grievance unless the parties agree to modify it.  
15 c. The decision of the arbitrator will be final and binding upon the Union,  
16 the District and the grievant.

17  
18 F. Arbitration Costs

- 19 a. The expenses and fees of the arbitrator, and the cost (if any) of the hearing  
20 room, will be shared equally by the parties.  
21 b. If the arbitration hearing is postponed or canceled because of one party,  
22 that party will bear the cost of the postponement or cancellation. The costs  
23 of any mutually agreed upon postponements or cancellations will be  
24 shared equally by the parties. If the cancellation is a result of factors  
25 outside the control of either party, then the cancellation costs will be  
26 shared equally by the parties.  
27 c. If either party desires a record of the arbitration, a court reporter may be  
28 used. If that party purchases a transcript, a copy will be provided to the  
29 arbitrator free of charge. If the other party desires a copy of the transcript,  
30 it will pay for half of the costs of the fee for the court reporter, the original  
31 transcript and a copy.

- 1 d. Each party is responsible for the costs of its staff representatives,  
2 attorneys, and all other costs related to the development and presentation  
3 of their case. Every effort will be made to avoid the presentation of  
4 repetitive witnesses. The Union is responsible for paying any travel or per  
5 diem expenses for its witnesses, the grievant and the union steward.
- 6 e. If, after the arbitrator issues their award, either party files a motion with  
7 the arbitrator for reconsideration, the moving party will bear the additional  
8 expenses of the arbitrator.
- 9

10 **7.4 Successor Clause**

11 Grievances filed during the term of this Agreement will be processed to completion  
12 in accordance with the provisions during the same term of this Agreement.

13

14 **ARTICLE 8**  
15 **DISCIPLINE**

16 **8.1** The District will not discipline any permanent employee without just cause.

17

18 **8.2** Discipline includes oral and written reprimands, reductions in pay, suspensions,  
19 demotions, and discharges. Oral reprimands will be identified as such and, if  
20 documented, such documentation will be placed in the personnel file only, subject to  
21 removal in accordance with Section 9.11. This article does not preclude the District from  
22 providing informal feedback related to an employee's performance.

23

24 **8.3** When disciplining an employee, the District will protect the privacy of the employee.

25

26 **8.4** The District has the authority to conduct investigations.

27

28 **8.5** An employee has the right to a union representative at an investigatory interview called  
29 by the District, if the employee reasonably believes discipline could result. An employee  
30 may also have a union representative at a pre-disciplinary meeting. If the requested



1 representative is not reasonably available, the employee will select another representative  
2 who is available.

3 During an investigation, employees will answer all appropriate questions truthfully and to  
4 the best of the employee's knowledge.

5  
6 The role of the union representative in regard to District -initiated investigations is to  
7 provide assistance and counsel to the employee and not interfere with the District's right  
8 to conduct the investigation. Every effort will be made to cooperate in the investigation.

9  
10 The District will notify and advise the employee with updates of the status of the  
11 investigation every thirty (30) days until the investigation is complete. Upon notification  
12 that the Union is representing the employee for purposes of the investigation the District  
13 will provide simultaneous notification to the Union.

14  
15 **8.6** An employee placed on an alternate assignment during an investigation will not be  
16 prohibited from contacting their union steward unless there is a conflict of interest, in  
17 which case the employee may contact another union steward. This does not preclude the  
18 District from restricting an employee's access to the District's premises.

19  
20 **8.7** Prior to imposing discipline, except oral or written reprimands, the District will inform  
21 the employee and the union staff representative in writing of the reasons for the  
22 contemplated discipline and an explanation of the evidence, copies of written documents  
23 relied upon to take the action and the opportunity to view other evidence, if any. This  
24 information will be sent to the union staff representative on the same day it is provided to  
25 the employee. The employee will be provided an opportunity to respond either at a  
26 meeting scheduled by the District, or in writing if the employee prefers. A pre-  
27 disciplinary meeting with the District will be considered time worked.

28  
29 **8.8** The District will provide an employee with fifteen (15) calendar days' written notice  
30 prior to the effective date of a reduction in pay or demotion.

1   **8.9**   The District will normally provide an employee with seven (7) calendar days' written  
2           notice prior to the effective date of a discharge. If the District fails to provide seven (7)  
3           calendar days' notice, the discharge will stand and the employee will be entitled to  
4           payment of salary for time the employee would otherwise have been scheduled to work  
5           had seven (7) calendar days' notice been given.

6  
7           However, the District may discharge an employee immediately without pay in lieu of the  
8           seven (7) calendar days' notice period if, in the District's determination, the continued  
9           employment of the employee during the notice period would jeopardize the good of the  
10          District /district. The District will provide the reasons immediate action is necessary in  
11          the written notice.

12  
13   **8.10**   The District will provide the Union with a copy of any disciplinary letters.

14  
15   **8.11**   The District has the authority to impose discipline, which is then subject to the grievance  
16          procedure set forth in Article 7.

17  
18                                   **ARTICLE 9**  
19                                   **EMPLOYEE FILES**

20   **9.1**    The District will maintain one (1) official personnel file for each employee. The  
21          Executive Director will maintain the personnel file. This will not preclude the  
22          maintenance of all lawful files and records as needed by the District. Additional  
23          employee files may include attendance files, payroll files, and medical files.

24  
25   **9.2**    Each employee has the right to review their personnel file, attendance file, payroll file  
26          and medical file. The District will determine the location of all employee files. An  
27          employee may arrange to examine their own employee files. Written authorization from  
28          the employee is required before any representative of the employee will be granted access  
29          to employee files. Review of employee files will be in the presence of a District  
30          representative during business hours. The employee and/or representative may not

1 remove any contents. The District may charge a reasonable fee for copying any materials  
2 beyond the first copy requested by the employee or their representative.

3 **9.3** An employee may insert a reasonable amount of job-related material in their personnel  
4 file that reflects favorably on their job performance. An employee may provide a written  
5 rebuttal to any information in the files that they consider objectionable.

6  
7 **9.4** Adverse material or information related to alleged misconduct that is determined to be  
8 false, and all such information in situations where the employee has been fully  
9 exonerated of wrongdoing, will be promptly removed from the employee's files. The  
10 District may retain this information in a legal defense file.

11  
12 **9.5** When documents in an employee file are the subject of a public disclosure request under  
13 [RCW 42.56](#), the District will provide the employee with a copy of the request at least ten  
14 (10) business days in advance of the intended release date.

15  
16 **9.6** Employees will be provided a copy of all adverse material at the time the materials are  
17 included in the personnel file.

18  
19 **9.7** Information in employee files will be retained only as long as it has a reasonable bearing  
20 on the employee's job performance or upon the efficient and effective management of the  
21 District.

22  
23 **9.8** Anonymous material, not otherwise substantiated, will not be placed in an employee file.

24  
25 **9.9** The District will ensure the security and confidentiality of employee files.

26  
27 **9.10** Medical files will be kept separate and confidential in accordance with state and federal  
28 law.

**9.11 Removal of Documents**

A. Records of disciplinary actions will be removed from an employee's personnel file after two (2) years if:

- a. Circumstances do not warrant a longer retention period;
- b. There has been no subsequent discipline.

B. Nothing in this Section will prevent the District from agreeing to an earlier removal date.

**ARTICLE 10**  
**UNION-MANAGEMENT COMMUNICATION COMMITTEE (UMCC)**

**10.1 Purpose**

The District and the Union endorse the goal of a constructive and cooperative relationship. To promote and foster such a relationship, a Union-Management Communication Committee will be established. The purpose of the committee(s) is to provide communication between the parties, to share information, to address concerns and to promote constructive union-management relations.

**10.2 Committees**

Either party may request a committee meeting and propose items for discussion on topics which may include, but are not limited to: administration of the Agreement, changes to applicable law, legislative updates, resolving workplace problems and/or organizational change. Meetings will occur within thirty (30) days of when they were requested.

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

A. Participation

- a. The District and Union will be responsible for the selection of their own representatives. The number of participants will be mutually agreed upon prior to meeting. Each party will provide to the other the names of their committee members and items for the agenda at least ten (10) calendar days in advance of the date of the meeting in order to facilitate preparation.

b. Employees attending pre-meetings during their work time will have no loss in pay for up to thirty (30) minutes per committee meeting. Attendance at pre-meetings during the employee's non-work time will not be compensated for nor be considered as time worked.

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

#### B. Meetings

All committee meetings will be scheduled on mutually acceptable dates and times. Each party may keep written records of meetings. If the topics discussed require follow-up by either party, it will be documented and communication will be provided by the responsible party.

#### C. Scope of Authority

Committee meetings will be used for communications between the parties, to share information and to address concerns. The committee will have no authority to conduct any negotiations or modify any provision of this Agreement.

## ARTICLE 11 SENIORITY

### 11.1 Definition

A. Seniority for District employees will be defined as the employee's length of unbroken District service. For purposes of calculating actual hours worked for part-time employees forty (40) hours will equal 7 days of seniority.

#### B. Adjustments

1. Leave without pay of fifteen (15) consecutive calendar days or less will not affect an employee's seniority. When an employee is on leave without pay for more than fifteen (15) consecutive calendar days, the employee's seniority will not be affected when the leave without pay is taken for:

- a. Military leave or United States Public Health Services;
- b. Compensable work-related injury or illness leave;

- c. Governmental service leave and leave to enter the Peace Corps, not to exceed two (2) years and three (3) months;
- d. Reducing the effects of layoff;
- e. Temporary employment with the Union in accordance with Article 4;
- f. Formal contract negotiations;
- g. FMLA or Paid Family Leave;
- h. Volunteer firefighting leave;
- i. Jury duty leave.

C. When an employee is on leave without pay for more than fifteen (15) consecutive calendar days and the absence is not due to one of the reasons listed in Subsection 11.1 B, above, the employee's seniority date will be moved forward in an amount equal to the duration of the leave without pay.

D. When an employee is on unauthorized leave or suspended, the employee's seniority date will be moved forward in an amount equal to the duration of the unauthorized leave or suspension.

E. Time spent on a temporary layoff or when an employee's work hours are reduced will not be deducted from the calculation of seniority.

F. Employees who are separated from District service due to layoff and are reemployed within twelve (12) months of their separation date will not be considered to have a break in service.

G. For employees who are separated due to disability and are reemployed within two (2) years the time between separation and reemployment will be treated as leave without pay and will not be considered a break in service.

## **11.2 Ties**

If two (2) or more employees have the same unbroken District service date, ties will be broken by length of service in the following order:

1. By calculating employment with other Conservation Districts;
2. By random selection.

**11.3 Seniority List**

A copy of the seniority list will be provided to the Union annually by January 15<sup>th</sup> each year.

**ARTICLE 12  
STRIKES/LOCKOUTS**

**12.1** During the term of this Agreement nothing permits or grants to any employee the right to strike or refuse to perform their official duties. During the term of this Agreement nothing permits or grants the District the right to lock out its employees.

**ARTICLE 13  
SAVINGS CLAUSE**

**13.1 Partial Invalidity**

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

**ARTICLE 14  
DISTRIBUTION OF AGREEMENT**

**14.1** The District will post the Agreement electronically on the District website as soon as feasible.

**14.2** The District will provide all current and new employees with a link to the Agreement. All employees will be authorized access to the Agreement link. Each employee may print and staple or clip one (1) copy of the Agreement from the link on work time on District-purchased paper and District-owned equipment.

## ARTICLE 15

### MANDATORY SUBJECTS

**15.1** In accordance with RCW 41.56 the District will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. Mandatory subjects are personnel matters including wages, hours and working conditions.

A. The District will notify the Executive Director of the Union of these changes in writing, citing this Article. The written notice must include:

1. A description of the intended change, including information relevant to the change;
2. Who will be affected by the change; and
3. The date the District intends to implement the change.

B. Within twenty eight (28) calendar days of receipt of the written notice the Union may request negotiations over the changes. The timeframe for filing a demand to bargain will begin after the District has provided written notice to the Executive Director of the Union. The twenty eight (28) calendar day period may be used to informally discuss the matter with the District and to request/gather information related to the proposed change.

C. In the event the Union does not request negotiations the District may implement the changes without further negotiations unless both parties agree in writing to extend the time.

D. There may be emergency or mandated conditions that are outside of the District's control requiring immediate implementation, in which case the District will notify the Union as soon as possible.

**15.2** Prior to making any change in written District policy, where the nature of the change is a mandatory subject of bargaining, the District will notify the Union and satisfy its collective bargaining obligations per Section 15.1.



**15.3 Negotiations**

A. The parties will agree to the location and time for the discussions and/or negotiations. The District and the Union recognize the importance of scheduling these discussions and/or negotiations in an expeditious manner and will schedule negotiations as soon as possible.

B. Each party is responsible for choosing its own representatives for these activities. The Union will provide the District with the names of its employee representatives as soon as possible in advance of the meeting date.

**15.4 Release Time**

A. The District will approve paid release time for up to three (3) employee representatives who are scheduled to work during the time negotiations are being conducted.

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

**ARTICLE 16**  
**ENTIRE AGREEMENT**

**16.1** This Agreement constitutes the entire agreement and any past practice or agreement between the parties whether written or oral, is null and void, unless specifically preserved in this Agreement.

**16.2** This Agreement supersedes specific provisions of District policies with which it conflicts.

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

**ARTICLE 17**  
**LAYOFF AND RECALL**

- 17.1** A. The District will determine the basis for, extent, effective date and the length of layoffs in accordance with the provisions of this Article. A layoff is a District-initiated action that results in:
1. Separation from service;
  2. Employment in a position with a lower salary;
  3. Reduction in the work year; or
  4. Reduction in the number of work hours.
- B. When it is determined that layoffs, other than a temporary layoff, will occur, the District will provide written notice to the Executive Director of the Union, and the WFSE council representative with:
1. As much advance notice as possible, but not less than thirty (30) calendar days' notice (this time period may run concurrent with the notice period provided by the District to the employee);
  2. An opportunity to meet with affected employees prior to the implementation of the layoff; and
- C. Upon the Union's request, the District will bargain impacts to the bargaining unit. Bargaining will not serve to delay the onset of the layoff.

**17.2 Basis for Layoff**

- A. The reasons for layoffs include, but are not limited to, the following:
1. Lack of funds;
  2. Lack of work; or
  3. Organizational change.

### 17.3 Voluntary Layoff, Leave of Absence or Reduction in Hours

An employee may volunteer to be laid off, take an unpaid leave of absence or reduce their hours of work in order to reduce layoffs. Employees who volunteer to be laid off will have their names placed on the layoff list.

### 17.4 Probationary Employees

Probationary employees will be laid off before permanent employees.

### 17.5 Notification to Employees

A. Permanent employees will receive written notice at least twenty-one (21) calendar days before the effective layoff date. The notice will include:

1. The basis for the layoff;
2. The employee's layoff unit options

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

C. If the District chooses to implement a layoff action without providing twenty-one (21) calendar days' notice, the employee will be paid their salary for the days that they would have worked had full notice been given.

D. Employees will be provided up to five (5) calendar days to accept or decline, in writing, any options provided to them. This time period will run concurrent with the twenty-one (21) calendar days' notice provided by the District to the employee.

E. Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday.

### 17.6 Options

Employees being laid off will be provided with the three (3) highest paying available options, in descending order, as follows:

- A. A vacant position at the same salary range for which the employee has the qualifications, skills and abilities
- B. A vacant position in a lower salary range for which the employee has the qualifications,

1 skills and abilities  
2

3 C. A position held by the least senior employee at the same salary for which the employee  
4 has the qualifications, skills and abilities  
5

6 D. A position held by the least senior employee in a lower paying job classification, for  
7 which the employee has the qualifications, skills and abilities.  
8

9 **17.7 Recall**

10 A. Permanent employees who are laid off will have their names placed on the layoff  
11 list for the position from which they were laid off or bumped. An employee's  
12 name will remain on the layoff list for twelve (12) months from the effective date  
13 of their layoff.

14 B. When a vacancy occurs and where there are names on a layoff list, the District  
15 will fill the position with the most senior employee who has the skills and abilities  
16 to perform the duties of the position.

17 C. Removal from Layoff Lists

18 An employee will be removed from the layoff list if they waive appointments to a  
19 position three (3) times. In addition, an employee will have her name removed  
20 from all layoff lists upon retirement, resignation or discharge from the District.  
21

22 **ARTICLE 18**  
23 **LICENSURE AND CERTIFICATION**

24 **18.1** The District will continue its current practices related to licensure and certification or  
25 comply with 18.2, 18.3 and 18.4, below, whichever provides the greater benefit to the  
26 employee.  
27

28 **18.2 Conditions of Employment**

29 When a license and/or certification is required as a part of the qualifications for a position  
30 prior to the appointment of an employee into the affected position, the employee will be  
31 responsible for the initial cost of the license and/or certification. Thereafter, the District

1 will be responsible for maintaining the license and/or certification and for all renewal  
2 costs.

### 4 **18.3 Outside Entity Requirements**

5 When an outside entity, (e.g., by state regulation or local ordinance), requires a new  
6 license and/or certification following the appointment of the employee into the affected  
7 position, the District will reimburse the employee for the initial cost of the new license  
8 and/or certification. Thereafter, the District will be responsible for maintaining the  
9 license and/or certification and for all renewal costs.

### 11 **18.4 District Convenience**

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

19 **18.5** Employees will notify their Executive Director or designee if their work-related license  
20 and/or certification has expired, or has been restricted, revoked or suspended within  
21 twenty-four (24) hours of expiration, restriction, revocation or suspension, or prior to  
22 their next scheduled shift, whichever occurs first.

### 24 **18.6 Continuing Education Units**

25 Employees in positions that require licensures or certifications with Continuing  
26 Education Unit (CEU) requirements will be allowed to do so on work time and at the  
27 District's expense, based on documentation from the licensure or certification provider.  
28 This provision does not apply to the Washington State driver's license.

**ARTICLE 19**  
**SAFETY AND HEALTH**

**19.1** The District, employee and Union have a significant responsibility for workplace safety and health.

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

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

C. The District and the employees will contribute to a healthy workplace including not knowingly exposing co-workers and the public to conditions that would jeopardize their health or the health of others. The District may direct employees to use leave in accordance with Article 36 Sick Leave, when employees self-report contagious health conditions.

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

**19.2** Employees will take an active role in creating a safe and healthy workplace by reporting immediate safety issues to their supervisor(s), following the chain of command, and other safety issues to their safety committee and/or safety officer for review and action, as necessary. All parties will comply with [WAC 296-360-150](#) regarding unsafe work assignments. The District will address reported unsafe working conditions and take appropriate action.

**19.3** The District will determine and provide the required safety devices, personal protective equipment and apparel, which employees will wear and/or use. The District will provide employees with orientation and/or training to perform their jobs safely. In addition, if necessary, training will be provided to employees on the safe operation of equipment prior to use.

1 **19.4** At least once every two years, the District will conduct an Emergency Preparedness  
2 assessment and training, which will include how to respond in the event of an “active  
3 shooter.”  
4

5 **19.5 Remote Access:** When employees are required to work in areas lacking cellular  
6 coverage, the District will provide an emergency locator radio beacon or a radio with  
7 remote access or a satellite emergency notification device, for emergency use purposes.  
8

9 **19.6 COVID-19:** The District and WFSE recognize the importance of maintaining safe  
10 facilities and operations for the benefit of all District staff and the communities served by  
11 the District. We recognize the importance of prudent measures to prevent District  
12 employees, families, and loved ones from being exposed to, or infected with, COVID-19  
13 or other infectious diseases.  
14

15 **A. COVID-19 Exposure Risk**

16 If the District has knowledge that an employee has been exposed to someone with  
17 COVID-19, the District will notify employees who have been in direct contact at  
18 the same worksite as the qualifying individual that they may have been exposed to  
19 COVID-19 within one (1) business day of the potential exposure. The written  
20 notice should not include any employee’s name or personal identifying  
21 information.

22 **B. Health and Safety**

23 The District will provide a healthy and safe work environment that complies with  
24 all DOH, L&I, CDC, federal, state and local guidelines.

- 25 a. Employee and visitor masking requirements will continue to be followed  
26 as outlined by federal, state and local guidelines.
- 27 b. Symptom screenings requirements will continue to be completed in  
28 accordance with federal, state and local guidelines.
- 29 c. Portable air purifiers will be used in shared workspaces, when employees  
30 are working in-person at the District office.

- d. The District will continue to provide required Personal Protective Equipment (PPE) for staff required to work at the office, in group settings in the field, or work-related meetings/conferences.

**C. Remote Work**

- a. During periods of public health emergencies where presence in the office increases the health risk to employees, such as COVID-19, employees will only be required to report to the worksite in-person when doing so is critical to the employee's job functions. Employees may continue to use authorized telework agreements and remote work options.

**D. Leave**

- a. Employees may use sick leave or flex their schedules to receive vaccination or recover from vaccination side effects. Employees that have accrued less than three (3) sick days or have exhausted their sick leave, may use other forms of accrued leave, leave without pay, request shared leave or adjust work schedules, if possible, to accommodate necessary recovery time.

**ARTICLE 20**  
**TOOLS AND EQUIPMENT**

**20.1 Tools and Equipment**

As established by current practices, the District will determine and provide necessary tools, tool allowance, and equipment. The District will repair or replace District-provided tools and equipment if damaged or worn out beyond usefulness in the normal course of business. Employees are accountable for equipment and/or tools assigned to them and will maintain them in a clean and serviceable condition.

**20.2** The District will make a reasonable effort to provide prior notice to employees when assigning tasks that require clothing other than normal attire.



**20.3** Employees that require field gear will receive reimbursement for up to \$300.00 total over a 2-year period to be used for the purchase of individualized field gear (e.g., boots or rain gear).

**20.4 Work-Issued Mobile Phones and Similar Devices:** District bargaining unit employees required to use a mobile phone/similar device for work purposes will be provided with a work mobile phone/similar device. The District will determine appropriate monthly service plans and will pay the associated costs. Proper usage and associated procedures regarding work mobile phones/similar devices are outlined in District Policy 8.2 (Organization Mobile Phone and Similar Devices).

## **ARTICLE 21 HOLIDAYS**

### **21.1 Paid Holidays**

The following days are paid holidays for all eligible employees:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day	The Friday following the fourth Thursday in November
Christmas Day	December 25
Two (2) Personal Holidays	

### **21.2 Observance of Holidays**

The District may establish calendars that observe holidays on dates other than those listed above, or as modified by current institutional practices.

### **21.3 Holiday Rules**

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

1 A. All employees (full or part time) will be paid at a straight-time rate even though they  
2 do not work.

3 a. Full time employees that work 5 days per week will earn 8 hours per holiday.

4 b. Full time employees that work 4 days per week will earn 10 hours per holiday.

5 c. Part time employees working at least 20 hours per week will earn 8 hours per  
6 holiday.

7 d. Part time employees working less than 20 hours per week will earn pro-rated  
8 holiday hours based on the number of hours worked during that week.

9 B. In addition to Subsection 21.3 A, above, employees will be paid for the hours  
10 actually worked on a holiday at the overtime rate, only with prior written approval  
11 by the Executive Director.

#### 12 Holiday Pay

13 A. Employees will receive pay equivalent to the employee's work shift on the holiday.

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

16 C. When a holiday falls on the employee's scheduled day off the District will provide an  
17 alternate day off.

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

#### 21 **21.4 Personal Holidays**

22 Each employee may select two (2) days on which to take their personal holidays after  
23 approval by the Executive Director. These holidays will be processed for payroll records  
24 in the same manner vacation accruals and vacation leave are currently handled. If they  
25 are not used in the calendar year they will be forfeited.

26 a. Full time employees that work 5 days per week will earn 8 hours per holiday.

27 b. Full time employees that work 4 days per week will earn 10 hours per holiday.

28 c. Part time employees working at least 20 hours per week will earn 8 hours per  
29 holiday.

30 d. Part time employees working less than 20 hours per week will earn pro-rated  
31 holiday hours based on the number of hours worked during that week.

## **21.5 Unpaid Holidays for Reason of Faith, Conscience, or Cultural Event**

- A. Leave without pay will be granted for up to two (2) workdays per calendar year for (1) a reason of faith or conscience; (2) an organized activity conducted under the auspices of a religious denomination, church, or religious organization; or (3) a cultural event, including tribal celebrations. Leave without pay may only be denied if the employee's absence would impose an undue hardship on the District as defined by [WAC 82-56](#) or the employee is necessary to maintain public safety.
- B. The District will allow an employee to use compensatory time, exchange time, personal holiday or vacation leave in lieu of leave without pay. All requests to use compensatory time, exchange time, personal holiday or vacation leave requests must indicate the leave is being used in lieu of leave without pay for a reason of faith or conscience.
- C. An employee's seniority date, probationary period will not be affected by leave without pay taken for a reason of faith or conscience.
- D. Employees will only be required to identify that the request for leave is for a reason of (1) a reason of faith or conscience; (2) an organized activity conducted under the auspices of a religious denomination, church, or religious organization; or (3) a cultural event, including tribal celebrations.

## **ARTICLE 22 PERFORMANCE EVALUATION**

### **22.1 Objective**

The performance evaluation process gives the supervisor and the employee an opportunity to discuss performance goals and to assess and review the employee's and the supervisor's performance with regard to those goals. As part of this process, supervisors and employees will create a plan to provide support to the employee and/or the supervisor in their professional development, with the intention that their skills and abilities are aligned with District mission and goals. Specific supervisor and employee problems or concerns will be raised at the time of the occurrence or the awareness of the occurrence.

## 22.2 Evaluation Process

1. Supervisor will meet with the employee at the beginning of their review period to discuss the employee's position description and make any necessary updates. The position description will include expectations for the review period.
2. Supervisors and employees regularly provide informal feedback so they are aware of how they are performing.
3. Formal performance appraisals should be conducted annually, around the employee's anniversary date.
4. New employees will receive a formal review within the first six months of their hire date. This review will include a discussion regarding the employee's position description and making any necessary updates. The position description will include expectations for the subsequent review period.
5. Prior to the formal review meeting, the employee completes a self-evaluation using the District's Employee Evaluation and Development Plan form.
6. The Employee Evaluation and Development Plan for includes:
  - a. Performance Feedback
  - b. Performance Expectations
  - c. Future Training and Development
  - d. Organizational Support Needs
  - e. Employee promotional and advancement opportunities.
7. The position description will be the basis for the performance discussion. The discussion will start with a review of the position description for appropriateness to the duties assigned.
8. A Peer Review form is also available and may be used at the option of the employee. The peer review is to be independent from the performance appraisal, and is designed to provide additional feedback to the employee. The employee and supervisor may select up to 3 people to prepare a peer

performance evaluation. The supervisor will receive the evaluations, and prepare a compilation, maintaining the confidentiality of the individual evaluations. The supervisor will be responsible for accurately and fairly communicating to the employee the results from the peer review.

9. Upon completion of the performance review, the supervisor will prepare a written evaluation for the employee, and the personnel file.

**22.3** If an employee disagrees with their performance evaluation, the employee has the right to attach a rebuttal.

**22.4** Performance evaluations will not be used to initiate discipline.

## **ARTICLE 23**

### **SCIENTIFIC INTEGRITY AND FREEDOM OF SPEECH**

#### **23.1 Purpose**

Currently the stated vision of the District is “to create healthy, functioning ecosystems in Thurston County through advocacy, education, and technical assistance efforts; thereby empowering every citizen of Thurston County to be a steward of the environment.” The organizational vision is subject to revision by the District. Scientific integrity and freedom of speech for District employees are necessary conditions in the fulfillment of the District’s vision.

**23.2** The District shall protect scientific integrity and bargaining unit members shall enjoy its benefits:

- A. In the conduct of research towards the fulfillment of the District’s Vision.
- B. In the development of their own education and communication methods, in all work settings including the classroom and in the field, to disseminate information to and to empower citizens of Thurston County in the creation and stewardship of healthy, and functioning ecosystems.
- C. In the pursuit of the publication of scientific, peer-reviewed articles and research.

**23.3** All bargaining unit members shall be guaranteed the protections of freedom of speech as derived from the First Amendment of the Constitution of United States and Article One, Section Five of the Washington State Constitution. In exercising speech rights outside of TCD sponsored scientific research, unit members shall note that they are speaking on their own behalf and not on behalf of the District.

**23.4** In exercising scientific integrity and freedom of speech, all bargaining unit members shall conduct themselves according to District policies and procedures, and uphold and communicate consistently with the Mission, Vision and Strategic Plan Priorities of the District.

## ARTICLE 24

## TRAINING AND EMPLOYEE DEVELOPMENT

**24.1** The District and the Union recognize the value and benefit of education, training seminars, workshops, and conferences designed to enhance an employee's ability to perform their job duties. Training and all other employee development opportunities will be provided to employees in accordance with District policies and available resources.

**24.2** Attendance at district approved education, training seminars, workshops, and conferences will be considered time worked. The District will make reasonable attempts to schedule District approved training during an employee's regular work shift. The District will pay the registration, and associated travel costs for District approved education, training seminars, workshops, and conferences.

### 24.3 Master Agreement Training

A. The District and the Union agree that training on this agreement is important for the day-to-day administration of this Agreement and will jointly develop and facilitate a training on this agreement.

B. The training will be conducted once annually for every year of the agreement and will be considered time worked for all bargaining unit members wishing to participate.

1  
2 **24.4** Employees will communicate their education and training desires annually through the  
3 performance evaluation process.  
4

5 **24.5** Employees who use District, and/or State tuition reimbursement/waiver programs may  
6 request flexible schedules and schedule changes to attend college courses.  
7

## 8 **ARTICLE 25**

### 9 **TRAVEL**

10 Employees required to travel in order to perform their duties will be reimbursed for any  
11 authorized travel expenses (e.g., mileage and/or per diem), in accordance with the regulations  
12 established by the District policy.  
13

## 14 **ARTICLE 26**

### 15 **VOLUNTEERS AND INTERNS**

16 The District will utilize volunteers and interns only to the extent they supplement and do not  
17 supplant bargaining unit employees. Volunteers and interns will not supervise bargaining unit  
18 employees.  
19

## 20 **ARTICLE 27**

### 21 **HEALTH CARE COVERAGE AND WELLNESS**

#### 22 **27.1 Health Care Coverage**

23 A. The District will continue its current policy of offering paid coverage to employees.  
24 Health Care Coverage will include; medical coverage, prescription coverage, dental,  
25 vision and basic life insurance. The parties will meet annually before November 15<sup>th</sup>  
26 once plan information becomes available to negotiate future Health Care Coverage to be  
27 implemented effective January 1<sup>st</sup> of the following calendar year.  
28

29 B. The District will provide an insurance plan option to pay seventy five percent (75%) of  
30 dependent, spousal, and domestic partner coverage. The District will allow coverage for  
31 partners not classified as “spouses” that are allowed for under the insurance plan.

District allowances for partners cannot be more restrictive than what the insurance plan permits. The employee's share must be paid by the employee either through payment or withdrawal from their payroll check. Employees will notify the District by November 25th of each year which plan option they would like to enroll/renew for the following year.

C. For the purposes of this Article only, and only in accordance with the Affordable Care Act (ACA), regular and limited duration employees employed on average at least 30 hours of service per week, or 130 hours of service per month, will be considered full-time for the purpose of medical, dental and basic life insurance benefits. If this provision of the ACA is amended or rescinded, this paragraph will become void and the District will immediately return to its previous definition of "full-time employee" for other purposes, upon which time only eligible regular and limited duration employees regularly scheduled to work the weekly number of hours equal to the regular work schedule of the department will be considered full-time.

## **27.2 Health Reimbursement Account**

A. The District will establish and provide a health reimbursement account for qualified healthcare and dependent care expenses listed below:

- a. Co-pays for office visits or prescription medications
- b. Expenses subject to the deductible
- c. Expenses subject to the employee's co-insurance
- d. Specific medical procedures listed below:
  - Abortion
  - Acupuncture
  - Ambulance
  - Annual physical exam
  - Artificial limb
  - Bandages
  - Birth control pills
  - Body scan (for diagnostic testing)



- 1                   ▪ Braille books and magazines
- 2                   ▪ Breast pumps and supplies (lactation expenses)
- 3                   ▪ Breast reconstruction post-mastectomy
- 4                   ▪ Capital expenses to modify your home for a disability
- 5                   ▪ Chiropractor
- 6                   ▪ Christian Science practitioner
- 7                   ▪ Contact lenses (and solution)
- 8                   ▪ Crutches
- 9                   ▪ Dental treatment (except teeth whitening)
- 10                  ▪ Diagnostic devices (such as diabetes test kits)
- 11                  ▪ Disabled dependent care expenses
- 12                  ▪ Eye exam
- 13                  ▪ Eyeglasses
- 14                  ▪ Eye surgery (vision correction)
- 15                  ▪ Fertility enhancement
- 16                  ▪ Guide dog (or other required registered service animal)
- 17                  ▪ Health institute
- 18                  ▪ Hearing aids
- 19                  ▪ Hearing-impaired telephone
- 20                  ▪ Hearing-impaired television modifications
- 21                  ▪ Inpatient hospital services
- 22                  ▪ Insurance premiums
- 23                  ▪ Intellectually and developmentally disabled housing
- 24                  ▪ Laboratory fees
- 25                  ▪ Lead-based paint removal
- 26                  ▪ Legal fees for medical expenses
- 27                  ▪ Lifetime care, advance payments
- 28                  ▪ Lodging for medical treatment
- 29                  ▪ Long-term care
- 30                  ▪ Meals (while receiving medical treatment at facility)
- 31                  ▪ Medical conferences

- Medical information plan
- Medications
- Naturopathic or homeopathic practitioners
- Nursing home care
- Nursing services
- Operations (for medically necessary reasons)
- Optometrist
- Osteopath
- Oxygen (necessary for medical condition)
- Pregnancy test kits
- Psychiatric care
- Psychoanalysis
- Psychologist
- Smoking cessation programs (and prescriptions)
- Sterilization
- Substance abuse treatment (drug or alcohol)
- Therapy
- Transplants
- Transportation (during medical treatments)
- Travel (to receive medical treatments)
- Vasectomy
- Weight-loss programs
- Wheelchair
- Wigs
- X-rays

- B. Each January during the term of this agreement, employees will have the option to choose from two offered HRA plans:
- a. Plan A: \$750 annual HRA
  - b. Plan B: \$450 annual HRA and \$300 Wellness Allowance (detailed in 27.3(B))

1 C. Based on the selected plan option, the District will contribute the appropriate  
2 amount to each permanent employee's health reimbursement account (\$750 for  
3 Plan A or \$450 for Plan B), along with the two hundred seventy five dollar (\$275)  
4 HRA plan renewal fee.

5 D. Beginning January 1, 2020 the District will pay the one-time HRA plan set-up fee  
6 of three hundred seventy five dollars (\$375).

7 E. Unused balances as of December 31st of each calendar year will return to the  
8 District.

9  
10 **27.3 Wellness**

11 The parties mutually agree to support affordable and innovative ways to promote  
12 employee wellness.

13 A. As approved by the Executive Director, permanent bargaining unit  
14 members will be allowed schedule adjustments to attend approved  
15 health enhancement meetings such as nutrition education and  
16 substance abuse programs.

17 B. **Wellness Allowance:** The District shall reimburse employees who select  
18 Plan B (above in 27.2(B)) up to three hundred dollars (\$300) annually  
19 for the purpose of promoting wellness by subsidizing individual  
20 gym/fitness memberships, fitness classes, fitness program expenses, or  
21 fitness equipment. Requests for reimbursement covering costs for the  
22 calendar year must be submitted, with accompanying receipts, to the  
23 Finance & Administrative Manager no later than January 15th of the  
24 following year. Unused balances as of December 31st of each calendar  
25 year will return to the District. Reimbursable expenses must comply with  
26 any and all laws and regulations for this type of benefit.

27

**ARTICLE 28**  
**DISTRICT CLOSURE**

**28.1** If the Executive Director or designee of the District determines that the public health, property or safety is jeopardized and it is advisable due to emergency conditions to suspend the operation of the District, the following will govern employees:

A. Hours that the District office is officially closed due to inclement weather, natural disaster, or other emergent circumstances will be counted as hours worked for the purposes of leave and benefit accrual for all employees.

B. If the office is officially open and an employee is still unable to get to work because of inclement weather, natural disaster, or other emergent circumstances, the employee shall make a telework arrangement with their supervisor or charge the time absent to the following, in order listed:

- 1) Compensatory time;
- 2) Exchange time;
- 3) Sick leave and/or annual leave;
- 4) Leave without pay. However, at the request of the employee, leave without pay shall be permitted rather than paid time off.

**28.2** If, due to power or internet outage where work duties are internet-dependent, the employee is unable to telework, the District will work with the employee to arrange a work space or absent time will be charged to the following, in the order listed:

- 1) Compensatory time;
- 2) Exchange time;
- 3) Sick leave and/or annual leave;
- 4) Leave without pay. However, at the request of the employee, leave without pay shall be permitted rather than paid time off.

**28.3** If District employees experience a heat wave, employees will be permitted flextime, as business needs allow, so that employees can work during cooler parts of the day. The

District will also work with employees to make cool work spaces available at the office for employees that lack air conditioning at their telework sites.

**28.4** Tardiness due to an employee's inability to report for scheduled work because of inclement weather, natural disaster, or other emergent circumstances will be allowed up to one hour at the beginning of the workday. Inclement weather tardiness in excess of one hour shall be charged as provided in section 28.1 B. In extreme extenuating circumstances, the Executive Director may allow time in excess of one hour.

**28.5** An employee unable to report to work due to inclement weather, natural disaster, or other emergent circumstances must call their supervisor within thirty (30) minutes, or as soon as practical, of the employee's normal beginning time for work.

## **ARTICLE 29**

### **COMMUTE TRIP REDUCTION**

**29.1** The District will continue to encourage but not require employees to use alternate means of transportation to commute to and from work consistent with the Commute Trip Reduction law and the needs of the District. In addition, the District recognizes the benefit of electrical vehicles in reducing emissions and providing the public with cleaner air.

**29.2** The District and the Union recognize the value of compressed workweeks, flextime arrangements and telecommuting/telework.

**29.3** Employees may choose an alternative work schedule with supervisor approval to enable them to carpool, use transit, or reduce their vehicle miles traveled.

**29.4 Public Transit, Carpools, Walking and Cycling**

A. To encourage carpooling, walking and bicycling options, the District will offer flexible work hours where possible to assist employees. The District will also provide safe bicycle storage for bicycle commuters.

1 B. The District will offer flexible work hours if possible to assist employees to meet  
2 the varied transit schedules, and will reimburse up to \$36 per month toward the  
3 expense of the monthly transit tickets.

4 C. The District will consider implementation of a qualified pre-tax transportation  
5 benefits plan.

6  
7 **29.5 Electric Vehicles**

8 The District will allow use of an electric outlet for charging electric vehicles for level one  
9 (1) charging.

10  
11 **29.6 Telecommuting/Telework**

12 Teleworking is a business practice that benefits the District, employees, the economy and  
13 the environment. Telework is a tool for reducing commute trips, pollutants, energy  
14 consumption and our carbon footprint. Telework may result in economic, organizational  
15 and employee benefits such as increased productivity and morale, reduced use of sick  
16 leave, reduced parking needs and office space. Telework contributes to work life balance.  
17 The District supports and encourages appropriate use of telework.

18 A. Telework is the practice of using mobile technology to perform required job functions  
19 from home or another District approved location.

20 B. District employees will be permitted to telework, as is consistent with their position's  
21 duties.

22 C. The District may require an employee to attend meetings in person. The District may  
23 require in-office or field presence due to specific work priorities or projects that  
24 require in-person presence.

25 D. Employees wishing to telework will submit a request to the Executive Director. The  
26 request will include number of days per week the employee will telework, duties that  
27 will be conducted during telework, and technological needs to ensure successful  
28 completion of the duties.

29 E. The Executive Director will communicate with the requesting employee to discuss  
30 the request and develop a telework agreement. Telework agreements will remain in

1 effect for a minimum of one (1) year, subject to Section F of 29.6, and can be  
2 extended as agreed upon by the Executive Director and employee.

3 F. The Employer reserves the right to reduce, modify or eliminate an employee telework  
4 assignment based on business needs or if there are performance and/or attendance  
5 concerns, to include not complying with the terms of a telework agreement. Prior to  
6 reduction, modification, or elimination of a telework assignment for performance or  
7 attendance concerns, the Employer will provide an employee with advance notice and  
8 an opportunity to correct the stated concerns.

9 G. District employees that telework will be provided with basic telework equipment,  
10 including a work-issued laptop/computer. Equipment furnished to employees will be  
11 the property of the District.

12 H. If a telework request is denied in full/in part, the District will provide a written  
13 summary outlining the reasons why the request was not granted in full/in part.

## 14 15 **29.7 Alternative Work Schedules**

16 A. In order to better utilize the workforce for the District and increase employee  
17 productivity, the District will make alternative work schedules an option available  
18 for employees, subject to the approval of the Executive Director. Workweeks and  
19 work shifts of different number of hours may be established for employees in  
20 order to meet business and customer service needs as long the alternative work  
21 schedule meets federal and state laws.

22 B. To establish or amend a flexible work schedule:

- 23 1. The employee should first discuss his/her request informally with his/her  
24 supervisor.
- 25 2. The employee should then write a memorandum to his/her supervisor  
26 requesting the desired working hours.
- 27 3. The supervisor should respond to the memorandum by making a  
28 recommendation and forwarding the employee's written request to the  
29 Executive Director for approval.
- 30 4. The Executive Director informs the employee, the district treasurer and  
31 the employee's supervisor of any new working schedule granted.

1 C. Previously approved alternative work schedules will only be rescinded if business  
2 and customer service needs are not being met, or performance or attendance  
3 concerns occur. The District will consider employees' personal and family needs  
4 when rescinding previously approved alternative work schedules.  
5  
6

7 **ARTICLE 30**  
8 **RESIGNATION**

9 **30.1** District employees who voluntarily terminate their employment must give at least two  
10 weeks written notice to their supervisor, stating the reason(s) for the resignation.  
11

12 **30.2** An exit interview should take place within the notice period given by the employee.  
13

14 **30.3** When any employee ceases to work for the District, whether by discharge or by voluntary  
15 withdrawal, the wages due the employee, including accrued vacation, exchange time and  
16 comp time, and 25% of sick leave shall be paid no later than the end of the established  
17 pay period.  
18

19 **30.4** The District will permit an employee to withdraw their resignation at any time prior to  
20 the effective date.  
21  
22

23 **ARTICLE 31**  
24 **EMPLOYEE PRIVACY**

25 **31.1 Confidentiality**

26 Employees have the right to confidentiality related to individual performance, personal  
27 information and personnel issues. The District will take appropriate steps to maintain  
28 such confidentiality.  
29

30 **31.2 Off-Duty Conduct**



1 The off-duty activities of an employee will not be grounds for disciplinary action unless  
2 said activities are proven to be detrimental to the operations of the District. Employees  
3 will report to their supervisor, program manager or director any arrests, criminal  
4 citations, court-imposed sanctions or conditions that are required to be reported by law by  
5 the start of their next scheduled work shift.

6  
7  
8 **ARTICLE 32**  
9 **LEGAL DEFENSE**

10 If a bargaining unit employee becomes a defendant in a civil liability suit arising out of actions  
11 taken or not taken in the course of their employment for the District, the employee has the right  
12 to representation and indemnification through the District. Article 32 does not apply and protect  
13 covered employees from lawsuits unrelated to their work with or for the District.

14  
15  
16 **ARTICLE 33**  
17 **MANAGEMENT RIGHTS**

18 Except as modified by this agreement, the District retains all rights, powers and duties of  
19 management which include, but are not limited to, the right to:

- 20 A. Determine the District's functions, programs, organizational structure and use of  
21 technology in accordance with RCW 89.08;  
22 B. Determine and amend the District's budget and budgetary priorities;  
23 C. Direct and supervise employees;  
24 D. Take all necessary actions to carry out the functions of the District during an emergency;  
25 E. Determine the District's mission and strategic plans;  
26 F. Develop, enforce, modify or terminate any policy, procedure, manual or work method  
27 associated with the operations of the District;  
28 G. Determine the location of operations, offices, work sites, including permanently moving  
29 or temporarily moving operations in whole or in part to other locations;  
30 H. Contract for provision of goods or services, other than those customarily and historically  
31 performed by bargaining unit employees;

- 1 I. Establish work performance standards, which include, but are not limited to, the priority,  
2 quality and quantity of work;
- 3 J. Establish or abolish positions and determine the skills and abilities necessary to perform  
4 the duties of such positions;
- 5 K. Select, hire, assign, evaluate, retain, promote, layoff or discipline employees for just  
6 cause;
- 7 L. Develop classifications and determine, prioritize and assign the work to be performed as  
8 appropriate for those classifications.

9 Thurston Conservation District retains the right to operate in accordance with the mandatory  
10 governing laws and regulations for Conservation Districts:

11 A. [RCW 89.08 Conservation Districts](#)

12 B. [RCW 42.30 Open Public Meetings Act](#)

13 C. [RCW 42.56 State Public Records Act](#)

14 D. [RCW 42.20 Misconduct of Public Officers](#)

15 E. [RCW 42.23 Code of Ethics for Municipal Officers](#)

16 F. [WAC 135-110 Election and Replacement of Conservation District Supervisors](#)

17 Thurston Conservation District retains the right to operate in accordance with RCW 41.56 Public  
18 Employees' Collective Bargaining.

19  
20 Nothing in this collective bargaining agreement is intended to conflict with any requirement of  
21 these listed statutes and WAC and this collective bargaining agreement is to be interpreted in a  
22 manner consistent with any such requirement.

23  
24  
25 **ARTICLE 34**  
26 **POSITION RATING PROCESS**  
27

28 **34.1 Position Description**

29 A position description will be maintained for every position. The District will conduct  
30 reviews of position descriptions as needed, or at the request of any District employee  
31 with regard to their respective position. The District will provide to the Union any  
32 changes to position descriptions, or created position descriptions for new positions. Upon

request of the Union, the District will bargain, in accordance with article 15, Mandatory Subjects, the effect(s) of the changes to position description, or created position description for new positions.

#### **34.2 Procedure**

- A. When a position is created or undergoes a substantial change, the Executive Director will review the position rating to determine the appropriate salary range.
- B. Position descriptions will list the primary duties and responsibilities assigned to the position, skills and abilities needed for the position, essential functions of the position, other job-related information, and expectations of the position and the review period.
- C. When a position is created or undergoes a substantial change, the Executive Director will review the position rating to determine the appropriate salary range. The following tools will be used to determine the appropriate salary range
  - 1. Current position description
  - 2. Knowledge of the District and job market
  - 3. Relationship to other positions at the District

If an employee requests clarification or change to their position rating or feels that information provided was incomplete or inaccurate, that employee may present information to the Executive Director. This request should be directed to the Executive Director.

### **ARTICLE 35 HOURS OF WORK, OVERTIME, EXCHANGE TIME**

#### **35.1 Definitions**

##### **A. Workweek**

The customary workweek for employees is 40 hours per week. The work week is defined as Sunday at 12:00 a.m. PST to Saturday at 11:59 p.m. PST. The standard workday is from 8:00 a.m. to 4:30 p.m., Monday through Friday.

##### **B. Overtime Eligible Employees**

Employees who are covered by the overtime provisions of state and federal law (FLSA Non-Exempt).

**C. Overtime Exempt Employees**

Employees who are not covered by the overtime provisions of state and federal law (FLSA Exempt).

**D. Full-time Employees**

Employees who are scheduled to work forty (40) hours per work week.

**E. Part-time Employees**

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

**35.2 Contact, Late for Work**

If an employee knows that they will be late for work or absent, it is the employee's responsibility to contact his or her supervisor as soon as possible.

**35.3 Meal and Rest Periods**

A. Employees are allowed an unpaid meal period of at least 30 minutes which commences no less than 2 hours nor more than 5 hours from the beginning of the shift.

B. No employee shall be required to work more than 5 consecutive hours without a meal period.

C. Employees working 3 or more hours longer than a normal work day are allowed at least one 30 minute meal period prior to or during the overtime period.

D. Employees are allowed a rest period of not less than 10 minutes on the Districts time for each 4 hours of working time. Rest periods shall be scheduled as near as possible to the midpoint of the work period. An employee is not required to work more than 3 hours without a rest period.

E. Where the nature of the work allows employees may take intermittent rest periods equivalent to 10 minutes for each 4 hours worked; scheduled rest periods are not required.

**35.4 Overtime**

- 1 A. Overtime for all overtime eligible employees must be approved in advance by  
2 their supervisor.
- 3 B. Overtime work is work in excess of 40 hours per week.
- 4 C. The Overtime Rate will be one and one-half (1-1/2) of an employee's regular rate  
5 of pay.  
6

### 7 **35.5 Compensatory Time for Overtime-Eligible Employees**

#### 8 A. Compensatory Time in Lieu of Cash for Overtime

9 The District may grant compensatory time in lieu of cash payment to an overtime-  
10 eligible employee.

11 Compensatory time is time off with pay in lieu of overtime pay for pre-approved  
12 hours worked in excess of forty (40) per week.

13 Compensatory time must be granted at the rate of one and one-half (1-1/2) hours  
14 of compensatory time for each hour of overtime worked.

#### 15 B. Compensatory Time Use

16 An employee must use compensatory time prior to using vacation leave.  
17 Compensatory time must be pre-approved, used and scheduled in the same  
18 manner as in Article 37, Vacation Leave. Employees may use compensatory time  
19 for leave as required by the Domestic Violence Leave Act, [RCW 49.76](#).

#### 20 C. Compensatory Time Cash Out

21 All compensatory time must be used by December 31st of each year. If  
22 compensatory time balances are not scheduled to be used by the employee by  
23 April of each year, the supervisor will contact the employee to review their  
24 schedule. The employee's compensatory time balance will be cashed out every  
25 December 31st or when the employee separates from the District for any reason.  
26

### 27 **35.6 Exchange Time**

- 28 A. Exchange time is time off with pay in recognition of pre-approved  
29 extraordinary/excessive time worked. Only overtime exempt employees are  
30 eligible for exchange time on an hour for hour bases (1:1).

#### 31 B. Exchange Time Use

Exchange time may be accrued to a limit of 174 hours annually. An employee must use exchange time prior to using vacation or sick leave. Exchange time must be pre-approved, used and scheduled in the same manner as in Article 37, Vacation Leave. Employees may use exchange time for leave as required by the Domestic Violence Leave Act, [RCW 49.76](#).

C. Exchange Time Cash Out

All exchange time must be used by December 31st of each year. Exchange time earned, but not taken, may not be paid out in cash if an employee terminates state employment or leaves the position.

## ARTICLE 36 SICK LEAVE

### 36.1 Sick Leave Accrual

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

1. Employees working less than a full-time schedule will accrue sick leave credit on the same proportional basis that their employment schedule bears to a full-time schedule.
2. Sick leave credit will not accrue for employees during leave without pay which exceeds ten (10) working days in any calendar month.
3. Sick leave accruals for the prior calendar month will be credited and available for employee use the first of the next calendar month.

### 36.2 Sick Leave Use

Sick leave may be used for:

- A. An employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;
- B. A death of any relative that requires the employee's absence from work. Relatives are defined for this purpose as spouse, significant other, domestic partner, son,

daughter, grandchild, foster child, son-in-law, daughter-in-law, grandparent, parent, brother, sister, aunt, uncle, niece, nephew, first cousin, brother-in-law, sister-in-law, ex-spouse or the employee's ex-mother/father in law when the employee has a related minor child, and corresponding relatives of employee's spouse, significant other or domestic partner.

C. Childcare or eldercare emergencies.

D. Illness care or health care appointments of relatives, significant others and domestic partners when the presence of the employee is required. Care for dependents (family members in employee's immediate care), significant others or domestic partners that require treatment or supervision, or to make arrangements for extended care.

### **36.3 Use of Compensatory Time, Vacation Leave or Personal Holiday for Sick Leave Purposes**

The District will allow an employee who has used all of their sick leave to use compensatory time, vacation leave, or a personal holiday for sick leave purposes.

### **36.4 Restoration of Vacation Leave**

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

### **36.5 Sick Leave Reporting and Verification**

A. An employee must promptly notify their supervisor on their first day of sick leave and each day after, unless there is mutual agreement to do otherwise.

B. If the District suspects abuse, the District may discuss FMLA eligibility and/or require a written medical certificate for any sick leave absence. When a medical certificate is required, the District will state the reasons for suspicion of sick leave abuse.

C. An employee returning to work after any sick leave absence may be required to provide written certification from their health care provider that the employee is

1 able to return to work and perform the essential functions of the job with or  
2 without reasonable accommodation.

3 D. The District may not adopt or enforce any policy that counts the use of paid sick  
4 leave for an authorized purpose as an absence that may lead to or result in  
5 discipline against the employee.

6 E If the District requires an employee to provide verification from a health care  
7 provider identifying the need for use of paid sick leave the District must not  
8 require that the information provided explain the nature of the condition. If the  
9 District obtains any health information about an employee or an employee's  
10 family member, the District must treat such information in a confidential manner  
11 consistent with applicable privacy laws.

12 F District-required verification may not result in an unreasonable burden or expense  
13 on the employee.

#### 14 15 **36.6 Separation**

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

- 18 A. Resign,  
19 B. Retire,  
20 C. Are laid-off, or  
21 D. Are terminated by the District.

22 In addition, a designated beneficiary first, or the estate of a deceased employee if there is  
23 no beneficiary, will be entitled to payment for sick leave credits.

#### 24 25 **36.7 Carry Forward and Transfer**

26 Employees will be allowed to carry forward, from year to year of service, any unused  
27 sick leave allowed under this provision, and will retain and carry forward any unused sick  
28 leave accumulated prior to the effective date of this Agreement.  
29



## ARTICLE 37 VACATION LEAVE

The District believes that vacation leave is a benefit for both the employee and the organization. District employees are encouraged to take leave.

### 37.1 Accrual

A. Regular employees begin accruing vacation leave immediately upon hiring, and are eligible to use vacation leave after six months of employment. Time spent with other conservation districts will be used in conjunction with time at the District to determine the accrual rate. Employees shall accrue vacation leave each year of employment as follows:

Monthly Accrual Rate	Per year	Years of Employment
8 hours	96	During the first year of employment
9 hours, 20 minutes	112	During the second year of employment
10 hours	120	During the third year of employment
10 hours, 20 minutes	128	During the fourth year of employment
11 hours, 20 minutes	136	During the fifth and sixth years of employment
12 hours	144	During the seventh, eighth, and ninth years of employment
13 hours, 20 minutes	160	During the tenth, eleventh, twelfth, thirteenth, and fourteenth years of employment
14 hours, 40 minutes	176	During the fifteenth, sixteenth, seventeenth, eighteenth, nineteenth, and twentieth years of employment
16 hours	192	During the twenty-first, twenty-second, twenty-third, and twenty-fourth years of employment
16 hours, 40 minutes	200	During the twenty-fifth and more years of employment

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

3  
4 **37.2 Accrual Maximum**

5 The maximum allowable accrual balance for the sum total of vacation and compensatory  
6 time shall be three hundred twenty (320) hours.

7  
8 **37.3 Vacation Scheduling**

9 A. All vacation leave is to be approved by the Executive Director, in advance. Leave  
10 requests may be denied or alternative times for leave specified when it is in the best  
11 interest of the District to do so, such as low levels of staffing, impending work deadlines,  
12 and emergencies. Vacation leave will be approved or denied as soon as possible, but in  
13 no case more than ten (10) calendar days before the date requested. If the leave is denied,  
14 a reason will be provided in writing.

15  
16 **37.4 Family Care**

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

19  
20 **37.5 Military Family Leave**

21 Employees may use vacation leave for leave as required by the Military Family Leave  
22 Act, [RCW 49.77](#).

23  
24 **37.6 Domestic Violence Leave**

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

27  
28 **37.7 Use of Vacation Leave for Sick Leave Purposes**

29 The District will allow an employee who has used all of their sick leave to use vacation  
30 leave for sick leave purposes.

**37.8 Emergency Childcare**

Employees may use vacation leave for childcare emergencies after the employee has exhausted all of their accrued compensatory time not to exceed four (4) days per year.

**37.9 Carry Forward and Transfer**

Employees will be allowed to carry forward, from year to year of service, any unused vacation leave allowed under this provision, and will retain and carry forward any unused vacation leave accumulated prior to the effective date of this Agreement.

**37.10 Separation**

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

- A. Resign,
- B. Retire,
- C. Are laid-off, or
- D. Are terminated by the District.

In addition, a designated beneficiary, or the estate of a deceased employee if there is no beneficiary, will be entitled to payment for vacation leave credits.

**37.11 Vacation Leave Cash Out**

**A. Eligibility**

- 1. An employee must be employed by the District for a period of no less than one year.
- 2. An employee may utilize a maximum of 240 hours for the purpose of cashing out vacation leave.
- 3. An employee may utilize this benefit a maximum of once every two years.
- 4. An employee may exercise this benefit with the approval of the Executive Director.

**B. Procedure**

A District employee wishing to cash-out a portion of their vacation leave in a situation of need should do the following:

1. Make the request in writing to the Executive Director of the District indicating the emergency purpose and the number of hours the employee wishes to cash-out.
2. The Executive Director of the District will respond to the request within three (3) working days. Any denials will be done in writing and will state the reason for the denial.
3. The payment for the cash out will be made as soon as practicable, but no later than the end of the next pay period.
4. Emergency situations are events that impose an immediate hardship on an employee that could not reasonably have been planned for in advance.

## **ARTICLE 38**

### **MISCELLANEOUS LEAVE**

#### **38.1 Compensable Work-Related Injury or Illness Leave**

An employee who sustains a work-related illness or injury that is compensable under the state workers' compensation law may select time-loss compensation exclusively or leave payments in addition to time-loss compensation. Employees who take sick leave, vacation leave or compensatory time during a period in which they receive time-loss compensation will receive full sick leave, vacation leave or compensatory time pay in addition to any time-loss payments.

#### **38.2 Bereavement Leave**

- A. Up to five (5) days of paid bereavement leave will be granted for the death of any family member, household member, or significant other that requires the employee's absence from work. Family members are defined for this purpose as mother, father, stepmother, stepfather, sister, brother, mother-in-law, father-in-law, significant other/domestic partner's mother, significant other/domestic partner's father, spouse, domestic partner, grandparent, grandchild, son, daughter, stepchild, and a child in the custody of and residing in the home of an employee or a child for whom the employee provided care as a foster parent or guardian.

1           B.     In addition, the District may approve an employee's request to use sick leave,  
2                   compensatory time, vacation leave, personal holiday, leave without pay, or  
3                   personal leave for bereavement-related reasons including travel and making  
4                   necessary family or funeral arrangements.

5  
6   **38.3   Jury Duty Leave**

7           Employees will receive paid leave for jury duty. An employee will be allowed to retain  
8                   any compensation paid to them for their jury duty service. An employee will inform the  
9                   District when notified of a jury summons and will cooperate in requesting a  
10                  postponement of service if warranted by business demands.

11  
12   **38.4   Military Leave**

13           Employees may request a schedule adjustment, use Personal Leave, other accrued leave,  
14                   or request shared leave, in order to report for required military duty, training or drills  
15                   including those in the National Guard or state active status. Military leave will be in  
16                   addition to any vacation or sick leave to which the employee might otherwise be entitled  
17                   and will not involve any loss of privileges or pay. An employee will only be charged  
18                   military leave for days that they are scheduled to work.

19  
20   **38.5   Life-Giving Procedures**

21           Employees may request a schedule adjustment, use accrued leave or request shared leave,  
22                   as needed for the purpose of participating in life-giving procedures. A "life-giving  
23                   procedure" is defined as a medically-supervised procedure involving the testing,  
24                   sampling, or donation of blood, platelets, organs, fluids, tissues, and other human body  
25                   components for the purposes of donation, without compensation, to a person or  
26                   organization for medically necessary treatments.

27  
28   **38.6   Personal Leave**

29           An employee may use up to two (2) workdays as personal leave days each fiscal year  
30                   during the life of this Agreement if the employee has been continuously employed by the

District for more than four (4) months for the purposes of Jury Duty or Military Leave.  
Personal leave will be scheduled using the same procedure used for vacation leave.

### **38.7 Leave without Pay**

A. Leave without pay will be granted for the following reasons:

1. Family and Medical Leave;
2. Compensable Work-Related Injury or Illness Leave;
3. Military leave;
4. Cyclic employment;
5. Volunteer firefighting leave
6. Military family leave; or
7. Domestic violence leave.

B. Leave without pay may be granted for the following reasons:

1. Educational leave;
2. Child or elder care emergencies;
3. Governmental service leave;
4. Citizen volunteer or community service leave;
5. Conditions applicable for leave with pay;
6. Union Rights and Activities;
7. Formal collective bargaining leave; or
8. As otherwise provided for in this Agreement.

C. Limitations

1. Leave without pay will be no more than twelve (12) months in any consecutive five (5) year period, except for:
  - a. Compensable work-related injury or illness leave;
  - b. Educational leave;
  - c. Governmental service leave;
  - d. Military leave;
  - e. Seasonal employment leave;
  - f. Leave for serious health condition taken under the provisions of, Family and Medical Leave.

- g. Leave taken voluntarily to reduce the effect of a layoff;
- h. Leave authorized in advance by the Executive Director as part of a plan to reasonably accommodate a person of disability;
- i. Leave to participate in union activities;
- j. Volunteer firefighting leave; or
- k. Domestic violence leave.

D. Leave without pay will be scheduled using the same procedure used for vacation leave.

E. Any employee who is on leave without pay for more than twelve (12) months in any consecutive five (5) year period for reasons not listed in A, above, will be considered to have resigned their position.

**ARTICLE 39**  
**FAMILY AND MEDICAL LEAVE**

The Washington Family and Medical Leave Program (RCW 50A.05) is in effect beginning January 1, 2020 and eligibility for and approval of leave for purposes as described under that Program shall be in accordance with RCW 50A.05. In the event that the legislature amends all or part of RCW 50A.04, those amendments are considered by the parties to be incorporated herein. In the event that the legislature repeals all or part of RCW 50A.04, those revisions that are repealed are considered by the parties to be expired and no longer in effect upon the effective date of their repeal.

**39.1** Family and Medical Leave will be addressed in a manner which is consistent with the federal Family and Medical Leave Act of 1993 (FMLA), RCW 50A.05, and section 3.2.5 Family and Medical Leave of the District Policy and Procedures.

**ARTICLE 40**  
**SHARED LEAVE**

**40.1 Shared Leave**

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

A. “Domestic violence” means physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury, or assault, between family or household members as defined in [RCW 26.50.010](#); sexual assault of one family or



household member by another family or household member; or stalking as defined in [RCW 9A.46.110](#) of one family or household member by another family or household member.

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

C. "Employee's relative" normally will be limited to the employee's spouse, state registered domestic partner as defined by [RCWs 26.60.020](#) and [26.60.030](#), child, stepchild, grandchild, grandparent, or parent.

D. "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, but is not limited to, foster children and legal wards. The term does not include persons sharing the same general house when the living style is primarily that of a dormitory or commune.

E. "Parental leave" means leave to bond and care for a newborn child after birth or to bond and care for a child after placement for adoption or foster care, for a period of up to sixteen (16) weeks after the birth or placement.

F. "Pregnancy disability" means a pregnancy-related medical condition or miscarriage.

G. "Service in the uniformed services" means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time national guard duty including state-ordered active duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty.

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

I. "Sexual assault" has the same meaning as in [RCW 70.125.030](#).

J. "Stalking" has the same meaning as in [RCW 9A.46.110](#).

K. "Uniformed services" means the armed forces, the army national guard, and the air national guard of any state, territory, commonwealth, possession, or district

when engaged in active duty for training, inactive duty training, full-time national guard duty, or state active duty, the commissioned corps of the public health service, the coast guard, and any other category of persons designated by the President of the United States in time of war or national emergency.

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

## **40.2 Shared Leave Receipt**

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

- a. The employee suffers from, or has a relative, household member, or significant other suffering from, an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature;
- b. The employee has been called to service in the uniformed services;
- c. A state of emergency has been declared anywhere within the United States by the federal or any state government and the employee has the needed skills to assist in responding to an emergency or its aftermath and volunteers their services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the governmental agency or nonprofit organization accepts the employee’s offer of volunteer services;
- d. The employee is a victim of domestic violence, sexual assault, or stalking;
- e. The employee needs the time for parental leave as defined in [Subsection 40.1 E](#); or
- f. The employee is sick or temporarily disabled because of pregnancy disability, as defined in [Subsection 40.1 F](#).

- B. The illness, injury, impairment, condition, call to service, emergency volunteer service, or consequence of domestic violence, sexual assault, or stalking, parental leave or pregnancy disability has caused, or is likely to cause, the employee to:
- a. Go on leave without pay status; or
  - b. Terminate District employment.

- 1 C. The employee's absence and the use of shared leave are justified.
- 2 D. The employee has depleted or will shortly deplete their:
  - 3 a. Vacation leave, sick leave and personal holiday if the employee qualifies
  - 4 under [Subsection 40.2 A.1](#);
  - 5 b. Vacation leave and paid military leave allowed under [RCW 38.40.060](#) if the
  - 6 employee qualifies under Subsection 40.2 A.2;
  - 7 c. Vacation leave or personal holiday if the employee qualifies under
  - 8 Subsections 40.2 A.3 or A.4; or
  - 9 d. Personal holiday and compensatory time, if the employee qualifies under
  - 10 Subsections 40.2 A.5 or A.6. The employee under this Subsection can retain
  - 11 in reserve up to forty (40) hours each of vacation leave and sick leave.
- 12 E. The employee has abided by the District's policy regarding:
  - 13 a. Sick leave use if the employee qualifies under Subsections 40.2 A.1, 40.2
  - 14 A.4, A.5 or A.6; or
  - 15 b. Military leave if the employee qualifies under Subsection 40.2 A.2.
- 16 E. The employee has diligently pursued and been found to be ineligible for benefits
- 17 under [Chapter 51.32 RCW COMPENSATION—RIGHT TO AND AMOUNT](#) if
- 18 the employee qualifies under Subsection 40.2 A.1.

### 20 **40.3 Shared Leave Use**

- 21 A. The District will determine the amount of leave, if any, which an employee may
- 22 receive. However, an employee will not receive more than five hundred twenty-
- 23 two (522) days of shared leave, except that, the District may authorize leave in
- 24 excess of five hundred twenty-two (522) days in extraordinary circumstances for
- 25 an employee qualifying for the program because they are suffering from an
- 26 illness, injury, impairment or physical or mental condition which is of an
- 27 extraordinary or severe nature.
- 28 B. The District will require the employee to submit, prior to approval or disapproval:
  - 29 a. A medical certificate from a licensed physician or health care practitioner
  - 30 verifying the employee's required absence, the description of the medical

problem, and expected date of return to work status for shared leave under [Subsection 40.2 A.1](#);

- b. A copy of the military orders verifying the employee's required absence for shared leave under Subsection 40.2 A.2;
- c. Proof of acceptance of an employee's offer to volunteer for either a governmental agency or a nonprofit organization during a declared state of emergency for shared leave under Subsection 40.2 A.3;
- d. Verification of childbirth or placement of adoption or foster care, when the employee is qualified under Subsection 40.2 A.5; or
- e. Medical certification from a licensed physician or health care provider verifying the pregnancy disability when the employee is qualified under Subsection 40.2 A.6.

C. The District may require the employee to submit, prior to approval or disapproval, verification of the employee's status as a victim of domestic violence, sexual assault or stalking for shared leave under Subsection 40.2 A.4. Such verification will be in accordance with the Domestic Violence Leave Act, [RCW 49.76](#) and may be one or more of the following:

- a. An employee's own written statement;
- b. A statement from an attorney or advocate, member of the clergy, or medical or other professional; and/or
- c. A court order or police report documenting the employee is a victim of domestic violence, sexual assault or stalking.

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

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

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

1 G. Eight (8) hours a month of accrued and/or shared leave may be used to provide  
2 for the continuation of benefits as provided by the District.

3 H. The District will respond in writing to shared leave requests within fourteen (14)  
4 calendar days of receipt of a completed request.  
5

#### 6 **40.4 Leave Donation**

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

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

11 a. The full-time employee's request to donate leave will not cause their  
12 vacation leave balance to fall below eighty (80) hours. For part-time  
13 employees, requirements for vacation leave balances will be prorated; and

14 b. Employees may donate excess vacation leave that they would not be able to  
15 take due to approaching the leave cap of 320 hours.

16 B. The District approves the employee's request to donate a specified amount of sick  
17 leave to an employee authorized to receive shared leave. The employee's request  
18 to donate leave will not cause their sick leave balance to fall below one hundred  
19 twenty (120) hours after the transfer.

20 C. The District approves the employee's request to donate all or part of their  
21 personal holiday to an employee authorized to receive shared leave.

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

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

27 B. No employee may be intimidated, threatened, or coerced into donating leave for purposes  
28 of this program.  
29

## 40.5 Shared Leave Administration

A. The leave received will be coded as shared leave and be maintained separately from all other leave balances.

- All paid leave accrued must be used prior to using shared leave when the employee qualifies for shared leave under Subsection 40.2 A.1.
- Accrued vacation leave and paid military leave allowed under [RCW 38.40.060](#) must be used prior to using shared leave for employees qualified under Subsection 40.2 A.2.
- All paid leave, except sick leave, must be used prior to using shared leave when the employee qualifies for shared leave under Subsection 40.2 A.3 and Subsection 40.2 A.4.
- For shared leave qualified under Subsections 40.2 A.5 or A.6, the employee is required to deplete their personal holiday and all compensatory time. The employee is also required to deplete vacation leave and sick leave that is over forty (40) hours in each category.

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

C. Shared leave no longer needed or will not be needed at a future time in connection with the original injury or illness or for any other qualifying condition by the recipient, as determined by the District, will be returned to the donor(s). Unused leave may not be returned until one of the following occurs:

- a. The District receives a statement from the employee's doctor verifying whether the employee's injury or illness is resolved; or
- b. The employee is released to full time employment, has not received additional medical treatment for their current conditions or any other qualifying condition for at least six (6) months, and the employee's doctor has declined, in writing, the employee's request for a statement indicating the employee's condition has been resolved.

1 D. The remaining shared leave is to be divided on a pro rata basis among the donors  
2 and reinstated to the respective donors' appropriate leave balances based upon  
3 each employee's current salary rate at the time of the reversion. The shared leave  
4 returned will be prorated back based on the donor's original donation.

5 H. Unused shared leave may not be cashed out but will be returned to the donors per  
6 Subsection 40.5 C, above. Shared leave that is returned to the donating employee  
7 that exceeds the 320 hour leave cap may be paid out as cash to the original  
8 donating employee in the amount of excess beyond 320 hours.

9 I. An employee who uses leave that is transferred under this Section will not be  
10 required to repay the value of the leave that they used.

11  
12 **40.6** If an employee later has a need to use shared leave due to the same condition listed in  
13 their previously approved request, the District must approve a new shared leave request  
14 for the employee.  
15

## 16 **ARTICLE 41**

### 17 **REASONABLE ACCOMMODATIONS AND DISABILITY SEPARATION**

#### 18 **41.1 Disability Accommodations**

19 A. The District and the Union will comply with all relevant federal and state laws,  
20 and regulations providing reasonable accommodations to qualified individuals  
21 with disabilities. The District will maintain written procedures for reasonable  
22 accommodation for qualified individuals with disabilities. Upon request, the  
23 District will make the reasonable accommodation written procedures available to  
24 an employee.

25 B. An employee who believes that they suffer a disability and requires a reasonable  
26 accommodation to perform the essential functions of their position may request  
27 such an accommodation by submitting a request to the District.

28 C. Employees requesting accommodation must cooperate with the District in  
29 discussing the need for and possible form of any accommodation. The District  
30 may require supporting medical documentation and may require the employee to

1 obtain a second medical opinion at the District's expense. Medical information  
2 disclosed to the District will be kept confidential.

- 3 D. The District will determine whether an employee is eligible for a reasonable  
4 accommodation and the accommodation to be provided.  
5

#### 6 **41.2 Safety Accommodations**

- 7 A. An employee may request a reasonable safety accommodation if the employee or  
8 the employee's family member is a victim of domestic violence, sexual assault or  
9 stalking (or perceived victim). An employee may be required to show verification  
10 of the need for a safety accommodation by providing a police report showing the  
11 employee or family member was a victim, a court order protecting or separating  
12 the victim from the perpetrator of the act, or other evidence from the court or the  
13 prosecuting attorney to support the request. Documentation from an advocate for  
14 victims, an attorney, a member of the clergy or a medical or other professional  
15 who provides services to such victims may be provided, and it shall retain its  
16 confidential or privileged nature of communication pursuant to the extent  
17 provided by law. An employee can also provide a written statement that they or a  
18 family member are a victim and in need of the safety accommodation.  
19 Verification of the familial relationship to the victim can be in the form of a  
20 statement from the employee, a birth certificate, court document, or other similar  
21 documentation.

- 22 B. A reasonable safety accommodation may include, but is not limited to:

- 23 1. A transfer, reassignment, modified schedule, changed work telephone  
24 number, changed work email address, changed workstation, installed lock,  
25 implemented safety procedure, or any other adjustment to a job structure,  
26 workplace facility, or work requirement in response to actual or threatened  
27 domestic violence, sexual assault, or stalking.  
28 2. Qualifying leave pursuant to Article 37 – Vacation, Article 36 – Sick  
29 Leave, Article 38– Personal Leave and Article 19 – Leave without Pay  
30 may be considered a reasonable safety accommodation.



1                   3.     The District may deny a reasonable safety accommodation request based  
2                   on an undue hardship, which means an action requiring significant  
3                   difficulty or expense.

4           C.     Other applicable safety reasonable accommodations for employees under the law  
5                   or WAC would also apply.  
6

### 7   **41.3   Pregnancy Accommodations**

8           A.     For purposes of this section, “pregnancy” includes the employee’s pregnancy and  
9                   pregnancy related health conditions.

10          B.     A pregnant employee may request a reasonable accommodation, which may  
11                   include any of the following:

12                   a.   Providing more frequent, longer or flexible restroom breaks;

13                   b.   Modifying a no food or drink policy;

14                   c.   Job restructuring, part-time or modified work schedules, reassignment to a  
15                   vacant position, or acquiring or modifying equipment, devices, or an  
16                   employee’s work station;

17                   d.   Providing seating or allowing the employee to sit more frequently if their  
18                   job requires them to stand;

19                   e.   Providing for a temporary transfer to a less strenuous or less hazardous  
20                   position;

21                   f.   Providing assistance with manual labor and limits on lifting;

22                   g.   Scheduling flexibility for prenatal visits; and

23                   h.   Any further pregnancy accommodation an employee may request, and to  
24                   which the District must give reasonable consideration in consultation with  
25                   information provided on pregnancy accommodation by the department of  
26                   labor and industries or the attending health care provider of the employee.

27          C.     The District may deny a reasonable pregnancy related accommodation based on  
28                   undue hardship if the requested accommodation requires significant difficulty or  
29                   expense. The District may not claim undue hardship for the accommodations  
30                   listed above in Section 41.3 B.1, 2 and 4, or for limits on lifting over seventeen

pounds, and the District may not request written certification for those same accommodation requests.

D. The District will not require a pregnant employee to take leave if another reasonable accommodation can be provided.

E. The District, except for the limitations in Section 41.3 C above, can require the employee to provide written certification from her treating health care professional regarding the need for a reasonable accommodation.

F. The District does not have to create a position for an employee asking for a pregnancy accommodation or transfer a less senior employee, or promote the pregnant employee as part of a reasonable accommodation.

G. Other applicable pregnancy reasonable accommodations for employees under the law or WAC would also apply.

#### **41.4 Disability Separation**

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

B. When the District has medical documentation of the employee's disability and has determined that the employee cannot be reasonably accommodated in any available position for which they qualify, or the employee requests separation due to disability, the District may immediately separate the employee.

C. The District will inform the employee in writing of the option to apply to return to employment prior to their separation due to disability. The District will provide

1 assistance to individuals seeking reemployment under this Article for twelve (12)  
2 months. If reemployed, upon successful completion of the employee's  
3 probationary period, the time between separation and reemployment will not be  
4 considered a break in service.

- 5 D. A disability separation is not a disciplinary action. Disability separation at the  
6 employee's request is not subject to the grievance procedure.

7  
8 **ARTICLE 42**  
9 **COMPENSATION**

- 10 **42.1** On January 1, 2022, the classifications and pay table outlined in Appendix A and  
11 Appendix B will take effect.  
12

13 **42.2 Across the Board Increases**

- 14 A. All staff positions will be moved to the step in the new pay table derived from the  
15 2021 TCD Salary Study in Appendix B that is closest to but not less than their  
16 current step, effective January 1, 2022.  
17 B. Effective January 1, 2022, all salary ranges and steps of the salary schedule will  
18 be increased by three and a half percent (3.5%) as shown in Appendix C.  
19 C. Effective January 1, 2023, all salary ranges and steps of the salary schedule will  
20 be increased by three and a half percent (3.5%) as shown in Appendix D.  
21 D. Effective January 1, 2024, all salary ranges and steps of the salary schedule will  
22 be increased by three and a half percent (3.5%) as shown in Appendix E.  
23

24 **42.3 Minimum Wages Determined by Local Ordinances**

25 Employees will be paid no less than the minimum wage directed by the local ordinance.  
26

27 **42.4 Pay for Performing the Duties of a Higher Classification**

28 Employees who are temporarily assigned the full scope of duties and responsibilities for  
29 more than ten (10) calendar days of a higher-paid position will be notified in writing and  
30 will be advanced to the range and step of that position for the duration of the assignment.  
31 Intermittent project assignments for employees who are temporarily assigned duties of a

1 higher classification for more than ten (10) calendar days may also be eligible to receive  
2 pay commensurate to the temporary classification for the hours/days spent performing the  
3 temporary responsibilities. All other hours/days spent performing regularly assigned  
4 duties will be compensated at the employee's regular rate.  
5

#### 6 **42.5 Salary Adjustments**

7 The District may increase an employee's step within the salary range to encourage job  
8 advancement or address issues related to recruitment, retention or other business needs.  
9

#### 10 **42.6 Demotion**

11 An employee who voluntarily demotes to a position in a different job with a lower salary  
12 range will be placed in the new range at a salary equal to their previous base salary. If the  
13 previous base salary exceeds the new range maximum, the employee's base salary will be  
14 set equal to the new range maximum.  
15

#### 16 **42.7 Salary Overpayment Recovery**

17 A. When the District has determined that an employee has been overpaid wages, the  
18 District will provide written notice to the employee that will include the following  
19 items:

- 20 a. The amount of the overpayment;
- 21 b. The basis for the claim; and
- 22 c. The rights of the employee under the terms of this Agreement.

#### 23 B. Method of Payback

24 Within thirty (30) days of receipt of the notice of salary overpayment, the  
25 employee must choose one (1) of the following options for paying back the  
26 overpayment:

- 27 a. Voluntary wage deduction;
- 28 b. Cash; or
- 29 c. Check.

30 The employee will have the option to repay the overpayment over a period of time  
31 equal to the number of pay periods during which the overpayment was made. The

employee and the District may agree to make other repayment arrangements. The payroll deduction to repay the overpayment will not exceed five percent (5%) of the employee's disposable earnings in a pay period. However, the District and employee can agree to an amount that is more than the five percent (5%).

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

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

C. Appeal Rights

Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure of this Agreement.

## ARTICLE 43 CHILD FRIENDLY WORKPLACE

### 43.1 Infants at Work

- A. The parent may only participate in the Infants at Work program with one infant at a time between the ages of six weeks and twelve months old.
- B. To be eligible for the program, the parent must contact the District Executive Director to schedule a time for a workspace consultation. The consultation will include reviewing procedures for safety, security, and evacuations. An individual plan will be developed, if feasible, for the employee and will take into account the safety of the infant and the business needs of the District.
- C. The infant, and parent are all strongly encouraged to be vaccinated, as appropriate for age, in accordance with state law requirements and the recommendations of the United States Centers for Disease Control and Prevention's (CDC's) Advisory Committee on Immunization Practices (ACIP).
- D. The parent must take the infant home if the infant:
  - i. Becomes sick while in the workplace;

- ii. Is disruptive for a prolonged period of time;
- iii. Causes significant distraction in the work place; or
- iv. Prevents the parent from accomplishing work.

E. The decision to take the infant home may be made by either the parent or the District's Executive Director. If the infant is taken home, the parent must submit leave.

#### **43.2 Lactating Employees in the Workplace**

The District will provide

- 1. Reasonable break time for an employee to express milk for infant/child; and
- 2. A private room, other than a bathroom, that is shielded from view and free of intrusion from co-workers and the public.

### **ARTICLE 44**

#### **TERM OF AGREEMENT**

**44.1** All provisions of this Agreement will become effective January 1, 2022, and will remain in full force and effect through December 31, 2024; however, if this Agreement expires while negotiations between the Union and the District are underway for a successor Agreement, the terms and conditions of this Agreement will remain in effect for a period not to exceed one (1) year from the expiration date pursuant to RCW 42.56.

**44.2** Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than July 1, 2023. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

### **ARTICLE 45**

#### **DISTRICT POLICY AND PROCEDURES**

**45.1** District employees will be given the opportunity to provide input and recommendations on revisions to policies or procedures that are scheduled for review or revision by the TCD Board.

1   **45.2**   District employees must provide written feedback to the Executive Director on scheduled  
2           policies or procedures a minimum of 2 weeks prior to the review date of the TCD Board.  
3

4   **45.3**   District employees may propose at any time to the Executive Director regarding new  
5           policy or procedures. The Executive Director will provide proposals to the TCD Board  
6           within 2 weeks of receipt of policy proposals. The TCD Board may elect to schedule the  
7           proposal for discussion within a subcommittee meeting, work session or regular Board  
8           meeting.  
9

10                           **ARTICLE 46**  
11                           **RETIREMENT**

12   The District will continue its current practice of providing retirement benefits to District  
13   employees and will meet in accordance with article 15, Mandatory Subjects before making a  
14   change to this practice.  
15

16                           **ARTICLE 47**  
17                           **GENDER NEUTRAL RESTROOM SIGNAGE**

18   **48.1**   Restroom signage will display a commitment to an inclusive and welcoming work  
19           environment for all employees and visitors, regardless of their gender identity and/or  
20           expression. Restroom signage will include a gender-neutral reference.  
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## APPENDIX A: JOB CLASSIFICATIONS AND RANGES

Current Job Class	Job Class Effective 1/1/2022	Range on New Wage Table Effective 1/1/2022
<b>Conservation</b>		
Conservation Program Manager	Conservation Program Manager	20
Habitat Specialist	Senior Habitat Restoration Specialist	13
Resource Specialist	Senior Natural Resources Specialist	13
Habitat Technician	Habitat Restoration Specialist	8
Resource Technician	Natural Resources Specialist	8
<b>Education and Outreach</b>		
SSGREEN Program Manager	SSGREEN Program Manager	17
Communications and Education Manager	Communications and Education Manager	15
Education and Outreach Specialist	Senior Education and Outreach Specialist	12
Education and Outreach Coordinator	Education and Outreach Specialist	8
SSGREEN Program Assistant	SSGREEN Program Assistant	4
<b>Finance</b>		
Finance and Administration Manager	Finance and Administration Manager	20
Accountant	Accountant	12
Accounting Assistant	Accounting Specialist	8
Administrative Assistant	Administrative Assistant	6



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**APPENDIX B: SALARY SCHEDULE**

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$28,475	\$29,899	\$31,394	\$32,964	\$34,612	\$36,342	\$38,159	\$40,067	\$42,071	\$44,174
2	\$29,899	\$31,394	\$32,964	\$34,612	\$36,342	\$38,159	\$40,067	\$42,071	\$44,174	\$46,383
3	\$31,394	\$32,964	\$34,612	\$36,342	\$38,159	\$40,067	\$42,071	\$44,174	\$46,383	\$48,702
4	\$32,964	\$34,612	\$36,342	\$38,159	\$40,067	\$42,071	\$44,174	\$46,383	\$48,702	\$51,137
5	\$34,612	\$36,342	\$38,159	\$40,067	\$42,071	\$44,174	\$46,383	\$48,702	\$51,137	\$53,694
6	\$36,342	\$38,159	\$40,067	\$42,071	\$44,174	\$46,383	\$48,702	\$51,137	\$53,694	\$56,379
7	\$38,159	\$40,067	\$42,071	\$44,174	\$46,383	\$48,702	\$51,137	\$53,694	\$56,379	\$59,198
8	\$40,067	\$42,071	\$44,174	\$46,383	\$48,702	\$51,137	\$53,694	\$56,379	\$59,198	\$62,158
9	\$42,071	\$44,174	\$46,383	\$48,702	\$51,137	\$53,694	\$56,379	\$59,198	\$62,158	\$65,266
10	\$44,174	\$46,383	\$48,702	\$51,137	\$53,694	\$56,379	\$59,198	\$62,158	\$65,266	\$68,529
11	\$46,383	\$48,702	\$51,137	\$53,694	\$56,379	\$59,198	\$62,158	\$65,266	\$68,529	\$71,955
12	\$48,702	\$51,137	\$53,694	\$56,379	\$59,198	\$62,158	\$65,266	\$68,529	\$71,955	\$75,553
13	\$51,137	\$53,694	\$56,379	\$59,198	\$62,158	\$65,266	\$68,529	\$71,955	\$75,553	\$79,331
14	\$53,694	\$56,379	\$59,198	\$62,158	\$65,266	\$68,529	\$71,955	\$75,553	\$79,331	\$83,297
15	\$56,379	\$59,198	\$62,158	\$65,266	\$68,529	\$71,955	\$75,553	\$79,331	\$83,297	\$87,462
16	\$59,198	\$62,158	\$65,266	\$68,529	\$71,955	\$75,553	\$79,331	\$83,297	\$87,462	\$91,835
17	\$62,158	\$65,266	\$68,529	\$71,955	\$75,553	\$79,331	\$83,297	\$87,462	\$91,835	\$96,427
18	\$65,266	\$68,529	\$71,955	\$75,553	\$79,331	\$83,297	\$87,462	\$91,835	\$96,427	\$101,248
19	\$68,529	\$71,955	\$75,553	\$79,331	\$83,297	\$87,462	\$91,835	\$96,427	\$101,248	\$106,311
20	\$71,955	\$75,553	\$79,331	\$83,297	\$87,462	\$91,835	\$96,427	\$101,248	\$106,311	\$111,626
21	\$75,553	\$79,331	\$83,297	\$87,462	\$91,835	\$96,427	\$101,248	\$106,311	\$111,626	\$117,208
22	\$79,331	\$83,297	\$87,462	\$91,835	\$96,427	\$101,248	\$106,311	\$111,626	\$117,208	\$123,068
23	\$83,297	\$87,462	\$91,835	\$96,427	\$101,248	\$106,311	\$111,626	\$117,208	\$123,068	\$129,222
24	\$87,462	\$91,835	\$96,427	\$101,248	\$106,311	\$111,626	\$117,208	\$123,068	\$129,222	\$135,683
25	\$91,835	\$96,427	\$101,248	\$106,311	\$111,626	\$117,208	\$123,068	\$129,222	\$135,683	\$142,467
26	\$96,427	\$101,248	\$106,311	\$111,626	\$117,208	\$123,068	\$129,222	\$135,683	\$142,467	\$149,590
27	\$101,248	\$106,311	\$111,626	\$117,208	\$123,068	\$129,222	\$135,683	\$142,467	\$149,590	\$157,070
28	\$106,311	\$111,626	\$117,208	\$123,068	\$129,222	\$135,683	\$142,467	\$149,590	\$157,070	\$164,923
29	\$111,626	\$117,208	\$123,068	\$129,222	\$135,683	\$142,467	\$149,590	\$157,070	\$164,923	\$173,169
30	\$117,208	\$123,068	\$129,222	\$135,683	\$142,467	\$149,590	\$157,070	\$164,923	\$173,169	\$181,828

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**APPENDIX C: 2022 SALARY SCHEDULE**

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$29,471.83	\$30,945.42	\$32,492.69	\$34,117.33	\$35,823.20	\$37,614.36	\$39,495.07	\$41,469.83	\$43,543.32	\$45,720.48
2	\$30,945.42	\$32,492.69	\$34,117.33	\$35,823.20	\$37,614.36	\$39,495.07	\$41,469.83	\$43,543.32	\$45,720.48	\$48,006.51
3	\$32,492.69	\$34,117.33	\$35,823.20	\$37,614.36	\$39,495.07	\$41,469.83	\$43,543.32	\$45,720.48	\$48,006.51	\$50,406.83
4	\$34,117.33	\$35,823.20	\$37,614.36	\$39,495.07	\$41,469.83	\$43,543.32	\$45,720.48	\$48,006.51	\$50,406.83	\$52,927.18
5	\$35,823.20	\$37,614.36	\$39,495.07	\$41,469.83	\$43,543.32	\$45,720.48	\$48,006.51	\$50,406.83	\$52,927.18	\$55,573.53
6	\$37,614.36	\$39,495.07	\$41,469.83	\$43,543.32	\$45,720.48	\$48,006.51	\$50,406.83	\$52,927.18	\$55,573.53	\$58,352.21
7	\$39,495.07	\$41,469.83	\$43,543.32	\$45,720.48	\$48,006.51	\$50,406.83	\$52,927.18	\$55,573.53	\$58,352.21	\$61,269.82
8	\$41,469.83	\$43,543.32	\$45,720.48	\$48,006.51	\$50,406.83	\$52,927.18	\$55,573.53	\$58,352.21	\$61,269.82	\$64,333.31
9	\$43,543.32	\$45,720.48	\$48,006.51	\$50,406.83	\$52,927.18	\$55,573.53	\$58,352.21	\$61,269.82	\$64,333.31	\$67,549.98
10	\$45,720.48	\$48,006.51	\$50,406.83	\$52,927.18	\$55,573.53	\$58,352.21	\$61,269.82	\$64,333.31	\$67,549.98	\$70,927.48
11	\$48,006.51	\$50,406.83	\$52,927.18	\$55,573.53	\$58,352.21	\$61,269.82	\$64,333.31	\$67,549.98	\$70,927.48	\$74,473.85
12	\$50,406.83	\$52,927.18	\$55,573.53	\$58,352.21	\$61,269.82	\$64,333.31	\$67,549.98	\$70,927.48	\$74,473.85	\$78,197.54
13	\$52,927.18	\$55,573.53	\$58,352.21	\$61,269.82	\$64,333.31	\$67,549.98	\$70,927.48	\$74,473.85	\$78,197.54	\$82,107.42
14	\$55,573.53	\$58,352.21	\$61,269.82	\$64,333.31	\$67,549.98	\$70,927.48	\$74,473.85	\$78,197.54	\$82,107.42	\$86,212.79
15	\$58,352.21	\$61,269.82	\$64,333.31	\$67,549.98	\$70,927.48	\$74,473.85	\$78,197.54	\$82,107.42	\$86,212.79	\$90,523.43
16	\$61,269.82	\$64,333.31	\$67,549.98	\$70,927.48	\$74,473.85	\$78,197.54	\$82,107.42	\$86,212.79	\$90,523.43	\$95,049.60
17	\$64,333.31	\$67,549.98	\$70,927.48	\$74,473.85	\$78,197.54	\$82,107.42	\$86,212.79	\$90,523.43	\$95,049.60	\$99,802.08
18	\$67,549.98	\$70,927.48	\$74,473.85	\$78,197.54	\$82,107.42	\$86,212.79	\$90,523.43	\$95,049.60	\$99,802.08	\$104,792.19
19	\$70,927.48	\$74,473.85	\$78,197.54	\$82,107.42	\$86,212.79	\$90,523.43	\$95,049.60	\$99,802.08	\$104,792.19	\$110,031.80
20	\$74,473.85	\$78,197.54	\$82,107.42	\$86,212.79	\$90,523.43	\$95,049.60	\$99,802.08	\$104,792.19	\$110,031.80	\$115,533.39
21	\$78,197.54	\$82,107.42	\$86,212.79	\$90,523.43	\$95,049.60	\$99,802.08	\$104,792.19	\$110,031.80	\$115,533.39	\$121,310.06
22	\$82,107.42	\$86,212.79	\$90,523.43	\$95,049.60	\$99,802.08	\$104,792.19	\$110,031.80	\$115,533.39	\$121,310.06	\$127,375.56
23	\$86,212.79	\$90,523.43	\$95,049.60	\$99,802.08	\$104,792.19	\$110,031.80	\$115,533.39	\$121,310.06	\$127,375.56	\$133,744.34
24	\$90,523.43	\$95,049.60	\$99,802.08	\$104,792.19	\$110,031.80	\$115,533.39	\$121,310.06	\$127,375.56	\$133,744.34	\$140,431.55
25	\$95,049.60	\$99,802.08	\$104,792.19	\$110,031.80	\$115,533.39	\$121,310.06	\$127,375.56	\$133,744.34	\$140,431.55	\$147,453.13
26	\$99,802.08	\$104,792.19	\$110,031.80	\$115,533.39	\$121,310.06	\$127,375.56	\$133,744.34	\$140,431.55	\$147,453.13	\$154,825.79
27	\$104,792.19	\$110,031.80	\$115,533.39	\$121,310.06	\$127,375.56	\$133,744.34	\$140,431.55	\$147,453.13	\$154,825.79	\$162,567.08
28	\$110,031.80	\$115,533.39	\$121,310.06	\$127,375.56	\$133,744.34	\$140,431.55	\$147,453.13	\$154,825.79	\$162,567.08	\$170,695.43
29	\$115,533.39	\$121,310.06	\$127,375.56	\$133,744.34	\$140,431.55	\$147,453.13	\$154,825.79	\$162,567.08	\$170,695.43	\$179,230.20
30	\$121,310.06	\$127,375.56	\$133,744.34	\$140,431.55	\$147,453.13	\$154,825.79	\$162,567.08	\$170,695.43	\$179,230.20	\$188,191.71

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**APPENDIX D: 2023 SALARY SCHEDULE**

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$30,503.35	\$32,028.51	\$33,629.94	\$35,311.44	\$37,077.01	\$38,930.86	\$40,877.40	\$42,921.27	\$45,067.33	\$47,320.70
2	\$32,028.51	\$33,629.94	\$35,311.44	\$37,077.01	\$38,930.86	\$40,877.40	\$42,921.27	\$45,067.33	\$47,320.70	\$49,686.74
3	\$33,629.94	\$35,311.44	\$37,077.01	\$38,930.86	\$40,877.40	\$42,921.27	\$45,067.33	\$47,320.70	\$49,686.74	\$52,171.07
4	\$35,311.44	\$37,077.01	\$38,930.86	\$40,877.40	\$42,921.27	\$45,067.33	\$47,320.70	\$49,686.74	\$52,171.07	\$54,779.63
5	\$37,077.01	\$38,930.86	\$40,877.40	\$42,921.27	\$45,067.33	\$47,320.70	\$49,686.74	\$52,171.07	\$54,779.63	\$57,518.61
6	\$38,930.86	\$40,877.40	\$42,921.27	\$45,067.33	\$47,320.70	\$49,686.74	\$52,171.07	\$54,779.63	\$57,518.61	\$60,394.54
7	\$40,877.40	\$42,921.27	\$45,067.33	\$47,320.70	\$49,686.74	\$52,171.07	\$54,779.63	\$57,518.61	\$60,394.54	\$63,414.27
8	\$42,921.27	\$45,067.33	\$47,320.70	\$49,686.74	\$52,171.07	\$54,779.63	\$57,518.61	\$60,394.54	\$63,414.27	\$66,584.98
9	\$45,067.33	\$47,320.70	\$49,686.74	\$52,171.07	\$54,779.63	\$57,518.61	\$60,394.54	\$63,414.27	\$66,584.98	\$69,914.23
10	\$47,320.70	\$49,686.74	\$52,171.07	\$54,779.63	\$57,518.61	\$60,394.54	\$63,414.27	\$66,584.98	\$69,914.23	\$73,409.94
11	\$49,686.74	\$52,171.07	\$54,779.63	\$57,518.61	\$60,394.54	\$63,414.27	\$66,584.98	\$69,914.23	\$73,409.94	\$77,080.44
12	\$52,171.07	\$54,779.63	\$57,518.61	\$60,394.54	\$63,414.27	\$66,584.98	\$69,914.23	\$73,409.94	\$77,080.44	\$80,934.46
13	\$54,779.63	\$57,518.61	\$60,394.54	\$63,414.27	\$66,584.98	\$69,914.23	\$73,409.94	\$77,080.44	\$80,934.46	\$84,981.18
14	\$57,518.61	\$60,394.54	\$63,414.27	\$66,584.98	\$69,914.23	\$73,409.94	\$77,080.44	\$80,934.46	\$84,981.18	\$89,230.24
15	\$60,394.54	\$63,414.27	\$66,584.98	\$69,914.23	\$73,409.94	\$77,080.44	\$80,934.46	\$84,981.18	\$89,230.24	\$93,691.75
16	\$63,414.27	\$66,584.98	\$69,914.23	\$73,409.94	\$77,080.44	\$80,934.46	\$84,981.18	\$89,230.24	\$93,691.75	\$98,376.34
17	\$66,584.98	\$69,914.23	\$73,409.94	\$77,080.44	\$80,934.46	\$84,981.18	\$89,230.24	\$93,691.75	\$98,376.34	\$103,295.16
18	\$69,914.23	\$73,409.94	\$77,080.44	\$80,934.46	\$84,981.18	\$89,230.24	\$93,691.75	\$98,376.34	\$103,295.16	\$108,459.91
19	\$73,409.94	\$77,080.44	\$80,934.46	\$84,981.18	\$89,230.24	\$93,691.75	\$98,376.34	\$103,295.16	\$108,459.91	\$113,882.91
20	\$77,080.44	\$80,934.46	\$84,981.18	\$89,230.24	\$93,691.75	\$98,376.34	\$103,295.16	\$108,459.91	\$113,882.91	\$119,577.06
21	\$80,934.46	\$84,981.18	\$89,230.24	\$93,691.75	\$98,376.34	\$103,295.16	\$108,459.91	\$113,882.91	\$119,577.06	\$125,555.91
22	\$84,981.18	\$89,230.24	\$93,691.75	\$98,376.34	\$103,295.16	\$108,459.91	\$113,882.91	\$119,577.06	\$125,555.91	\$131,833.70
23	\$89,230.24	\$93,691.75	\$98,376.34	\$103,295.16	\$108,459.91	\$113,882.91	\$119,577.06	\$125,555.91	\$131,833.70	\$138,425.39
24	\$93,691.75	\$98,376.34	\$103,295.16	\$108,459.91	\$113,882.91	\$119,577.06	\$125,555.91	\$131,833.70	\$138,425.39	\$145,346.66
25	\$98,376.34	\$103,295.16	\$108,459.91	\$113,882.91	\$119,577.06	\$125,555.91	\$131,833.70	\$138,425.39	\$145,346.66	\$152,613.99
26	\$103,295.16	\$108,459.91	\$113,882.91	\$119,577.06	\$125,555.91	\$131,833.70	\$138,425.39	\$145,346.66	\$152,613.99	\$160,244.69
27	\$108,459.91	\$113,882.91	\$119,577.06	\$125,555.91	\$131,833.70	\$138,425.39	\$145,346.66	\$152,613.99	\$160,244.69	\$168,256.93
28	\$113,882.91	\$119,577.06	\$125,555.91	\$131,833.70	\$138,425.39	\$145,346.66	\$152,613.99	\$160,244.69	\$168,256.93	\$176,669.77
29	\$119,577.06	\$125,555.91	\$131,833.70	\$138,425.39	\$145,346.66	\$152,613.99	\$160,244.69	\$168,256.93	\$176,669.77	\$185,503.26
30	\$125,555.91	\$131,833.70	\$138,425.39	\$145,346.66	\$152,613.99	\$160,244.69	\$168,256.93	\$176,669.77	\$185,503.26	\$194,778.42

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APPENDIX E: 2024 SALARY SCHEDULE

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$31,570.96	\$33,149.51	\$34,806.99	\$36,547.34	\$38,374.70	\$40,293.44	\$42,308.11	\$44,423.52	\$46,644.69	\$48,976.93
2	\$33,149.51	\$34,806.99	\$36,547.34	\$38,374.70	\$40,293.44	\$42,308.11	\$44,423.52	\$46,644.69	\$48,976.93	\$51,425.77
3	\$34,806.99	\$36,547.34	\$38,374.70	\$40,293.44	\$42,308.11	\$44,423.52	\$46,644.69	\$48,976.93	\$51,425.77	\$53,997.06
4	\$36,547.34	\$38,374.70	\$40,293.44	\$42,308.11	\$44,423.52	\$46,644.69	\$48,976.93	\$51,425.77	\$53,997.06	\$56,696.91
5	\$38,374.70	\$40,293.44	\$42,308.11	\$44,423.52	\$46,644.69	\$48,976.93	\$51,425.77	\$53,997.06	\$56,696.91	\$59,531.76
6	\$40,293.44	\$42,308.11	\$44,423.52	\$46,644.69	\$48,976.93	\$51,425.77	\$53,997.06	\$56,696.91	\$59,531.76	\$62,508.35
7	\$42,308.11	\$44,423.52	\$46,644.69	\$48,976.93	\$51,425.77	\$53,997.06	\$56,696.91	\$59,531.76	\$62,508.35	\$65,633.77
8	\$44,423.52	\$46,644.69	\$48,976.93	\$51,425.77	\$53,997.06	\$56,696.91	\$59,531.76	\$62,508.35	\$65,633.77	\$68,915.45
9	\$46,644.69	\$48,976.93	\$51,425.77	\$53,997.06	\$56,696.91	\$59,531.76	\$62,508.35	\$65,633.77	\$68,915.45	\$72,361.23
10	\$48,976.93	\$51,425.77	\$53,997.06	\$56,696.91	\$59,531.76	\$62,508.35	\$65,633.77	\$68,915.45	\$72,361.23	\$75,979.29
11	\$51,425.77	\$53,997.06	\$56,696.91	\$59,531.76	\$62,508.35	\$65,633.77	\$68,915.45	\$72,361.23	\$75,979.29	\$79,778.25
12	\$53,997.06	\$56,696.91	\$59,531.76	\$62,508.35	\$65,633.77	\$68,915.45	\$72,361.23	\$75,979.29	\$79,778.25	\$83,767.16
13	\$56,696.91	\$59,531.76	\$62,508.35	\$65,633.77	\$68,915.45	\$72,361.23	\$75,979.29	\$79,778.25	\$83,767.16	\$87,955.52
14	\$59,531.76	\$62,508.35	\$65,633.77	\$68,915.45	\$72,361.23	\$75,979.29	\$79,778.25	\$83,767.16	\$87,955.52	\$92,353.30
15	\$62,508.35	\$65,633.77	\$68,915.45	\$72,361.23	\$75,979.29	\$79,778.25	\$83,767.16	\$87,955.52	\$92,353.30	\$96,970.96
16	\$65,633.77	\$68,915.45	\$72,361.23	\$75,979.29	\$79,778.25	\$83,767.16	\$87,955.52	\$92,353.30	\$96,970.96	\$101,819.51
17	\$68,915.45	\$72,361.23	\$75,979.29	\$79,778.25	\$83,767.16	\$87,955.52	\$92,353.30	\$96,970.96	\$101,819.51	\$106,910.49
18	\$72,361.23	\$75,979.29	\$79,778.25	\$83,767.16	\$87,955.52	\$92,353.30	\$96,970.96	\$101,819.51	\$106,910.49	\$112,256.01
19	\$75,979.29	\$79,778.25	\$83,767.16	\$87,955.52	\$92,353.30	\$96,970.96	\$101,819.51	\$106,910.49	\$112,256.01	\$117,868.81
20	\$79,778.25	\$83,767.16	\$87,955.52	\$92,353.30	\$96,970.96	\$101,819.51	\$106,910.49	\$112,256.01	\$117,868.81	\$123,762.25
21	\$83,767.16	\$87,955.52	\$92,353.30	\$96,970.96	\$101,819.51	\$106,910.49	\$112,256.01	\$117,868.81	\$123,762.25	\$129,950.37
22	\$87,955.52	\$92,353.30	\$96,970.96	\$101,819.51	\$106,910.49	\$112,256.01	\$117,868.81	\$123,762.25	\$129,950.37	\$136,447.88
23	\$92,353.30	\$96,970.96	\$101,819.51	\$106,910.49	\$112,256.01	\$117,868.81	\$123,762.25	\$129,950.37	\$136,447.88	\$143,270.28
24	\$96,970.96	\$101,819.51	\$106,910.49	\$112,256.01	\$117,868.81	\$123,762.25	\$129,950.37	\$136,447.88	\$143,270.28	\$150,433.79
25	\$101,819.51	\$106,910.49	\$112,256.01	\$117,868.81	\$123,762.25	\$129,950.37	\$136,447.88	\$143,270.28	\$150,433.79	\$157,955.48
26	\$106,910.49	\$112,256.01	\$117,868.81	\$123,762.25	\$129,950.37	\$136,447.88	\$143,270.28	\$150,433.79	\$157,955.48	\$165,853.26
27	\$112,256.01	\$117,868.81	\$123,762.25	\$129,950.37	\$136,447.88	\$143,270.28	\$150,433.79	\$157,955.48	\$165,853.26	\$174,145.92
28	\$117,868.81	\$123,762.25	\$129,950.37	\$136,447.88	\$143,270.28	\$150,433.79	\$157,955.48	\$165,853.26	\$174,145.92	\$182,853.21
29	\$123,762.25	\$129,950.37	\$136,447.88	\$143,270.28	\$150,433.79	\$157,955.48	\$165,853.26	\$174,145.92	\$182,853.21	\$191,995.88
30	\$129,950.37	\$136,447.88	\$143,270.28	\$150,433.79	\$157,955.48	\$165,853.26	\$174,145.92	\$182,853.21	\$191,995.88	\$201,595.67

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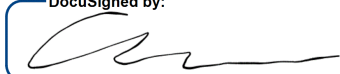
1 THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE  
2 TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

3  
4  
5  
6  
7 Executed this 21st day of December 2021.

8  
9  
10 For Thurston Conservation District:

11 DocuSigned by:  
12   
13 3786B0710ADE43B Sarah Moorehead (Executive Director)

14  
15  
16  
17 For Washington Federation of State Employees:

18 DocuSigned by:  
19   
20 E4CADEFB5778B401... Ariane Takano (Labor Advocate)

21  
22  
23  
24 The below 2022-2024 bargaining team members were integral in reaching final agreement.

25  
26 For the Washington Federation of State Employees:

27  
28 Sasha Porter

29 Karin Strelloff

30 Adam Peterson

31  
32 For the District:

33  
34 Sarah Moorehead

35 Betsie De Wreede

36 Helen Wheatley