

**Memorandum of Understanding
Between
The Evergreen State College (Evergreen)
And
The Washington Federation of State Employees (Union)
Classified Employees**

Article 5, Temporary Appointments

In 2018, the Washington State Legislature amended RCW 41.06.070. As a result, Title 357 WAC rules have been amended to redefine temporary higher education appointments effective July 1, 2022. Therefore, the WFSE and Evergreen agree to modify Article 5, Temporary Appointments, of the 2021-2023 classified employees' collective bargaining agreement to read as follows:

**ARTICLE 5
TEMPORARY APPOINTMENTS**

5.1 5.1 Temporary Appointments

The Employer may make temporary appointments to fill vacancies caused by the absence of an ~~an regular, cyclic, project, or in-training~~ employee; to address fluctuations in workload; to meet needs in situations where there is insufficient work or resources to support a regular, cyclic, project or in-training position; or for business needs.

A. Individuals in temporary appointments are:

1. ~~Employed for one thousand fifty (1,050) hours of work or less;~~
2. ~~L~~imited to one thousand fifty (1,050) hours of work ~~or less in any the same~~ twelve (12) consecutive month period from the ~~individual's~~ original date of hire or July 1, 2022, whichever is later; and
3. ~~Limited to one or more appointments for only one occurrence with the Employer;~~

AB. Represented Individuals

Excluding students, individuals in temporary appointments who work ~~between~~ three hundred fifty (350) hours ~~to a maximum of and~~ one thousand fifty (1,050) hours ~~during~~ a consecutive twelve (12) month period from the original date of hire or July 1, 2022, whichever is later, who are members of the bargaining units identified in Article 1, Union Recognition, represented by the Union, are governed by the specific terms of this Article. ~~Once the employee works at least three hundred fifty (350) hours the employee remains a represented individual until the~~

~~end of the first twelve (12) month period in which the employee does not work at least three hundred fifty (350) hours in a twelve (12) consecutive month period from the original date of hire. An employee who has worked sufficient hours to remain a represented individual is excluded from the bargaining unit until the employee again works at least three hundred fifty (350) hours in a twelve (12) month period from the original date of hire. Unless identified in Section 5.11, below, no other Articles in this Agreement apply to represented individuals.~~

~~B. If the Employer deducts fees from a temporary employee's paycheck and the employee is later determined to not be a represented individual by a court or an administrative agency of competent jurisdiction, the union will reimburse the employee for the fees deducted. In addition, the union and the employee will indemnify the State of Washington and the Employer for costs associated with grievances, unfair labor practices and/or lawsuits associated with such actions.~~

~~C. Non-Represented Individuals~~

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

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

5.2 Compensation

- A. The Employer will continue current practices regarding salary assignments for represented individuals.
- B. All represented individuals earning a salary that is equal to the state minimum wage, will have their salaries adjusted each January, in accordance with the state minimum wage act.

5.3 Hours of Work and Overtime

The Employer will assign the hours of work for represented individuals. All hours worked in excess of forty (40) hours in a seven (7) day workweek constitutes overtime. Overtime hours will be compensated at a rate of one and one-half (1-1/2) times the represented individual's regular rate of pay.

5.4 Work on a Holiday

Represented individuals will be paid for the hours actually worked on a holiday at the overtime rate. The holiday for represented individuals whose shifts begin on one calendar day and end on the next calendar day will start at the beginning of the shift that begins on the holiday.

5.5 Paid Sick Leave

Overtime-eligible, represented individuals will accrue and may use paid sick leave in accordance with the Employer's policy.

Accrued paid sick leave will not exceed eight (8) hours per month.

5.6 Release Time for Interviews

Release time will be granted to represented individuals for the purposes of interviewing for positions within the Employer.

5.7 Suspended Operations

If the President or designee of the Employer determines that the public health, property or safety is jeopardized and it is advisable due to emergency conditions to suspend the operation of all or any portion of the Employer, the following will govern represented individuals:

- A. When prior notice has not been given, represented individuals released until further notice after reporting to work will be compensated for hours worked on the first day of suspended operations.
- B. Represented individuals who are not required to work during suspended operations may request and may be granted a schedule change during their workweek.
- C. Represented individuals who are required to work during suspended operations will receive their regular hourly rate for work performed and will receive penalty pay of one-half (1/2) of their regular hourly pay during the first day of suspended operations. After the first day of suspended operations, represented individuals required to work during suspended operations will receive one and one-half (1-1/2) times their regular hourly pay for work performed during the remaining period of suspended operations. Overtime worked during suspended operations will be compensated in accordance with Section 5.3, above.

5.8 Remedial Action

- A. If a represented individual has worked in one or more temporary position appointments for more than one thousand fifty (1,050) hours in ~~the~~ a twelve (12) consecutive month period from the individual's original date of hire or July 1, 2022, whichever is later, the represented individual may request remedial action from the State Human Resources Director in accordance with WAC 357-~~4919-450~~. Overtime and time worked as a student employee are not counted in the one thousand fifty (1,050) hours. Following the Director's review of the remedial action request, an individual may file exceptions to the Director's decision in accordance with WAC 357-~~49-0165~~.

- B. Remedial action is not subject to the provisions of the grievance procedure specified in Section 5.12, below.

5.9 Privacy and Off-Duty Conduct

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

5.10 Reasonable Accommodation

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

5.11 Other Provisions

The following Articles in this Agreement apply to represented individuals:

- Article 2 Non-Discrimination
- Article 9.6 New Employee Orientation/On-Boarding and Access to New Employees
- Article 20 Safety and Health
- Article 21 Uniforms, Tools and Equipment
- Article 22 Drug and Alcohol Free Workplace
- Article 23 Travel
- Article 24 Commute Trip Reduction and Parking
- Article 25 Licensure and Certification
- Article 31 Legal Defense
- Article 32 Employee Assistance Program
- Article 33 Employee Files
- Article 36 Management Rights
- Article 37 Mandatory Subjects
- Article 38 Union-Management Communication Committee
- Article 40 Union Activities

Article 41	Union Dues Deduction and Status Reports
Article 46	Childcare Center
Article 47	Employee Lounge Facilities
Article 48	Strikes
Article 51	Entire Agreement
Article 52	Savings Clause
Article 53	Distribution of Agreement
Article 54	Term of Agreement

5.12 Grievance

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


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

- 30.1 Applies in its entirety.
- 30.2 A, does not apply.
- 30.2 B-O, apply in their entirety.
- 30.3 A, applies in its entirety.
- 30.3 B, does not apply.
- 30.3 C, Step 1 applies in its entirety.
- 30.3 C, Step 2 applies in its entirety.
- 30.3 C, Step 3 applies in its entirety.
- 30.3 C, Step 4 applies only for the Pre-Arbitration Review Meeting and is the final step in the grievance process.
- 30.4 Applies in its entirety.

The remainder of Article 30, Grievance Procedure, does not apply.

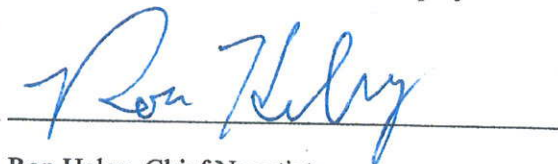
Agreed this 2nd day of September, 2022

The Evergreen State College

A handwritten signature in blue ink that reads "Laurel R. Uznanski". The signature is written in a cursive style and is positioned above a horizontal line.

Laurel R. Uznanski, Chief Negotiator

Washington Federation of State Employees

A handwritten signature in blue ink that reads "Ron Heley". The signature is written in a cursive style and is positioned above a horizontal line.

Ron Heley, Chief Negotiator