

**Memorandum of Understanding**  
**Between**  
**The Evergreen State College (Employer or Evergreen)**  
**And**  
**The Washington Federation of State Employees (Union)**  
**Student Support Services Staff Union (SSSSU)**

During master agreement negotiations of the 2019-2021 Student Support Services Staff Union (SSSSU) collective bargaining agreement, the Parties agreed that it is important that Evergreen provide educational benefits to permanent status employees. The Parties also agreed that the current educational benefits program needed to be updated to enable Evergreen to comply with statutory authority and remain fiscally viable. Furthermore, the Parties agree that both parties value professional development opportunities, life-long learning opportunities and educational attainment for Evergreen employees. Therefore, the Parties agree to modify Article 8.5, Training and Employee Development, of the 2019-2021 SSSSU collective bargaining agreement to read as follows:

**ARTICLE 8**

**TRAINING AND EMPLOYEE DEVELOPMENT**

- 8.1** The College and the Union recognize the value and benefit of education and training designed to enhance employees' ability to perform job duties. Training and employee development opportunities will be provided to employees in accordance with College policies, available resources, and employee training needs.
- 8.2** Attendance at College-required training will be considered time worked. The College will make reasonable attempts to schedule College-required training during an employee's core work hours. The College will pay the registration, and associated travel costs in accordance with Article 24, Travel and Per Diem, for College-required training.
- 8.3 Master Agreement Training**
- A. The Union will provide training to employees covered under this Agreement. Employees will be released with pay on one (1) occasion for up to two (2) hours to attend the training related to this Agreement. The Union will notify Human Resource Services, in writing, at least fourteen (14) calendar days prior to the date and time for training related to this Agreement.
- B. The Union will provide training to current union stewards within the bargaining unit. Union stewards will be released on one (1) occasion for up to four (4) hours to attend the training. The parties will agree on the date, time, number and names of stewards attending.

C. The College will provide training to managers and supervisors on this Agreement.

#### **8.4 Training or Professional Development Opportunities**

Employees and supervisors will identify training and professional development opportunities that support the mission of the College, the employee's position and duties, and the professional development of the employee. If resources are available and business needs allow, identified opportunities may be distributed or posted and will be granted to employees during core work hours. If resources have not been allocated to pay for such opportunities, employees will have the option of paying for the opportunities themselves and may be allowed to attend and participate during core work hours, provided such participation does not unreasonably interfere with business needs.

#### **8.5 Educational Benefits**

In accordance with College policy and available resources, the College agrees to provide educational benefits to permanent employees as of the first day of the quarter they are registering, in accordance with the College's space-available tuition waiver policy and employee 50% operating fee tuition waiver policy, to include—:

##### A. Tuition Waivers

###### 1. Space –Available Tuition Waiver

The College will permit the waiver of tuition for up to four (4) credit hours per quarter in undergraduate curriculum or graduate-level courses, on a space-available basis, provided that the employee pays a one hundred dollar (\$100) fee each quarter the benefit is used.

Degree-seeking Evergreen employees who were enrolled during the regular academic year 2019-2020 will be grandfathered in under the former Employer tuition waiver program.

###### 2. Employee 50% Operating Fee Tuition Waiver

Degree-seeking, permanent status employees who wish to enroll for more than four (4) credits per quarter, or who otherwise want to enroll beyond the parameters of the space-available tuition waiver, are eligible for the employee 50% operating fee waiver. The details of this program are located in the College's employee 50% operating fee waiver policy.

##### B. Release Time

In addition, to Article 8.5 A above, employees may be approved for the lesser of ten percent (10.0%) or four (4) hours of time worked each week to attend classes, scheduled programs, or conferences with faculty that are not available at other times. While every effort will be made to accommodate the employee's request, these hours may be restricted if business needs conflict. Additional time may be taken as approved leave or through the use of supervisor approved scheduled adjustments, in accordance with Article 7, Hours of Work.

## **8.6 Licensure and Certification**

### **A. Conditions of Employment**

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

### **B. Outside Entity Requirements**

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

### **C. Employer Convenience**

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

### **D. Licensure and/or Certification Expiration, Restriction, Revocation, and/or Suspension**

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

## **8.7 New Employee Orientation and Access to New Employees**

A. The College will provide the Union reasonable access to new employees to present information about the employee's bargaining unit for thirty (30) minutes in duration. Reasonable access means:

1. Access to new employees will occur with ninety (90) calendar days of the employee's start date in the bargaining unit,
2. During the new employee's regular work hours, and
3. At the employee's regular worksite (i.e., the Olympia Campus or the Tacoma Program).

B. When the College schedules a new employee orientation program, the Union's Council Representative and Chief Shop Steward will be given as much advance notice as possible of the date and time when an orientation is scheduled. The College will provide the Union's Council Representative and Chief Shop Steward with a list of confirmed attendees, including names and applicable WFSE CBA, in advance. A representative from the Union

will be provided access to new employees during new employee orientation in accordance with Article 8.7 A above.

- C. When the College provides a new employee orientation online, the College agrees to provide each new employee with an orientation package provided by the Union. In addition, at a time and location mutually agreed to by the College and the Union, the Union will be provided access to new employees in accordance with Article 8.7 A above.

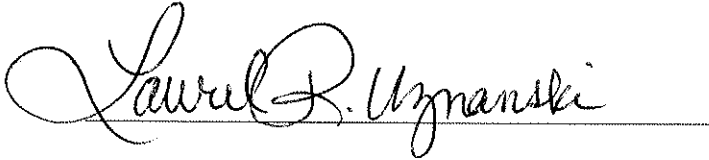
**8.8 Professional Associations and Conferences**

The College will consider and may grant requests to fund enrollment in professional associations or to attend conferences. Such consideration by the College will be dependent on available resources, the benefit to the College of membership and participation, and whether participation unreasonably interferes with business needs of the College.

Agreed this 6<sup>th</sup> day of October, 2020

The Evergreen State College

Washington Federation of State Employees



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Laurel R. Uznanski, AVP for HRS

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